

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, June 16, 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

Receive and place on file Treasurer's (Auto Dept.) Report to the County Auditor Receipts and Disbursements for the Month of May 2021.

Resolutions

Resolution approving Temporary Use Permit, case JTU21-0006, Wendling Quarries Inc., owner; Horsfield Construction, petitioner; request to operate a portable concrete plant at 6101 Blairs Ferry Road from June 16 until September 1, 2021

Resolution authorizing the transfer of \$8,391,820 from the General Supplemental fund to the General Basic fund.

Resolution authorizing the transfer of \$1,009,684 from the General Basic fund to the Secondary Roads fund.

Resolution authorizing the transfer of \$2,483,796 from the Rural Services fund to the Secondary Roads fund.

Resolution authorizing the transfer of \$6,425,196 from the General Basic fund to the Capital Projects fund.

Resolution to approve a three-lot Final Plat for Noah Acres First Addition, Case JF21-0002

Resolution to approve Residential Parcel Split for Rocky Ridge View, case JPS21-0010

Resolution to vacate excess right-of-way along Boy Scouts Road located in the NE¼ SW¼ of Sec. 17-T85NR5W

Contract and Agreements

Approve and authorize Chair to sign a Linn County Children's Mental Health Assistance Program Fiscal Year 2021 Provider Agreement between Linn County and Maria Isabel Ramos LMFT, LLC at various hourly rates

Approve and authorize Chair to sign an Agreement for Services between Linn County and Hawkeye Area Community Action Program (HACAP) for purchase and distribution of locally grown food to Linn County residents as part of the Employee CSA (Community Supported Agriculture) Program.

Approve and authorize Chair to sign Linn County Preservation Fiscal Year 2022 Grant Agreements with the grantees of the Historic Preservation Grant program, as the signed Agreements are received by Linn County, as follows: Central City Historical Society-\$4,000; Coggon Community Historical Society-\$4,300; Genealogical Society of Linn County-\$600; Linn County Historical Society, d.b.a. The History Center-\$1,500; Lisbon History Center Foundation-\$2,400; Marion Independent School Foundation-\$2,500; Mount Vernon/Lisbon Community Charitable Development Group-\$4,000; Save CR Heritage-\$4,000; Seminole Valley Farm Museum-\$1,500; The Friends of the Lisbon Library-\$4,000 for a total of \$28,800.00.

Approve and authorize Chair to sign a contract between the Linn County Early Childhood Iowa (ECI) Board and Linn County Board of Supervisors on behalf of Linn County Community Services Child Development Center for Early Care and Education Supportive Services to increase access to extended day and year high-quality Wraparound Care, for 3-5 year olds from eligible Linn County families, through financial support of provider expenses not to exceed \$62,103.

Approve and authorize Chair to sign a contract between the Linn County Early Childhood Iowa (ECI) Board and Linn County Board of Supervisors on behalf of the Family Transformation Services for the Nurturing Parent Program (NPP) to provide long term home visitation Family Support services to Linn County families with children under the age of six that meet the eligibility criteria of the State Early Childhood Iowa Tool FF not to exceed \$83,147.

Approve and authorize Chair to sign a contract between the Linn County Early Childhood Iowa (ECI) Board and Linn County Board of Supervisors on behalf of the Family Transformation Services for the Nurturing Parent Program (NPP) to provide high quality short term home visitation Family Support services to Linn County families with children under the age of six that meet the eligibility criteria of the State Early Childhood Iowa Tool FF not to exceed \$109,148.

Approve and authorize Chair to sign a Fiscal Agent Agreement between Linn County Early Childhood Iowa Board (ECI) and Linn County Board of Supervisors on behalf of Linn County Community Services effective July 1, 2021 through June 30, 2022.

Approve and authorize Chair to sign a Health Solutions FY22 Master Agreement Schedule A

Approve and authorize Chair to sign a Memorandum of Agreement with the Assessor's Office and Human Resources/Risk Management

Approve a revised Linn County Board of Supervisor Group Insurance Policy, PM-028 effective July 1, 2021

Approve a revised Linn County Board of Supervisor Performance Evaluation Policy, PM-27 effective July 1, 2021

Approve a revised Linn County Board of Supervisor Telework Policy, PM-029 effective July 1, 2021

Approve and authorize Chair to sign a revised change order number 2 from Unzeitig Construction Company for \$2,752 for the Public Service Center Front Entrance Door Replacement and Subsurface Drainage Renovation Project.

Approve and authorize Chair to sign purchase order #125 for \$37,983.00 to Junge Automotive Group for a Ford F-150 for Linn County Conservation.

Approve and authorize Chair to sign purchase order #126 for \$37,153.00 to Junge Automotive Group for a Ford F-250 for Linn County Conservation.

Approve and authorize Chair to sign purchase order #127 for \$37,153.00 to Junge Automotive Group for a Ford F-250 for Linn County Conservation.

Approve and authorize Chair to sign purchase order #128 for \$37,983.00 to Junge Automotive Group for a Ford F-150 for Planning & Development.

Approve and authorize Chair to sign purchase order #129 for \$18,335.00 to McGrath Chevyland for a Chevrolet Malibu for Child & Youth Development Services.

Approve and authorize Chair to sign purchase order #130 for \$18,335.00 to McGrath Chevyland for a Chevrolet Malibu for Child & Youth Development Services.

Licenses & Permits

Approve Application for Display Fireworks Permit for Ron Hoover for a display at 3225 Lafayette Rd., Alburnett, on July 3, 2021 (rain date July 4, 2021).

Approve Cigarette Permit for the Whittier Market, 1002 County Home Rd., noting all conditions have been met.

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes

Discuss and decide on meeting minutes.

Claims

Discuss and decide on claims.

Receive a report from Grant Consulting LLC and L&L Murphy, Associates on the 2021 state legislative session

Discuss and decide on LIFTS contract with Cedar Rapids Transit for Fiscal Year 2022 ADA complementary paratransit.

Discuss and decide on a Resolution approving Temporary Use Permit, Case JTU21-0004, Karl Haible, owner; Snowdrifters Inc., petitioner, requesting permission to operate the Big Town Showdown Truck and Tractor Pull, located at 812 Iowa Ave, Palo, Iowa.

Public Comment: Five Minute Limit per Speaker

This is an opportunity for the public to address the board on any subject pertaining to board business.

Board Member Reports

Correspondence

Appointments

Adjournment

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

TREASURER'S (AUTO DEPT.) REPORT TO THE COUNTY AUDITOR
 RECEIPTS AND DISBURSEMENTS
 MONTH OF MAY 2021

RECEIVED

JUN 09 2021

LINN COUNTY AUDITOR

FUND	RECEIPTS		DISBURSEMENTS		PREVIOUS BAL.	GRAND TOTAL
	CASH BOOK	TRANSFERS	TREAS CKS.	TRANSFERS		
AUTO LICENSE	\$ 3,600,234.00		\$ 3,609,943.50		\$ 3,609,943.50	\$ 3,600,234.00
USE TAX	\$ 3,508,222.76		\$ 2,780,153.97		\$ 2,780,153.97	\$ 3,508,222.76
SURCHARGE	\$ 28,815.00		\$ 27,175.00		\$ 27,175.00	\$ 28,815.00
AMATEUR RADIO	\$ 56.00		\$ 60.00		\$ 60.00	\$ 56.00
BLACK OUT	\$ 37,927.00		\$ 38,786.00		\$ 38,786.00	\$ 37,927.00
BREAST CANCER	\$ 25.00		\$ 35.00		\$ 35.00	\$ 25.00
BRONZE STAR	\$ 20.00		\$ 20.00		\$ 20.00	\$ 20.00
CATTLEMAN	\$ 30.00		\$ 180.00		\$ 180.00	\$ 30.00
CHOOSE LIFE	\$ 35.00		\$ 15.00		\$ 15.00	\$ 35.00
ISU	\$ 329.00		\$ 239.00		\$ 239.00	\$ 329.00
U OF I	\$ 1,013.00		\$ 1,299.00		\$ 1,299.00	\$ 1,013.00
UNI	\$ 80.00		\$ 215.00		\$ 215.00	\$ 80.00
OTHER COLLEGE PL	\$ 180.00		\$ 282.00		\$ 282.00	\$ 180.00
PERS PLATE	\$ 2,499.00		\$ 2,518.00		\$ 2,518.00	\$ 2,499.00
DECAL	\$ 5.00		\$ 10.00		\$ 10.00	\$ 5.00
DUCKS UNLTD	\$ 75.00		\$ 20.00		\$ 20.00	\$ 75.00
EDUCATION	\$ -		\$ 10.00		\$ 10.00	\$ -
EMS	\$ -		\$ -		\$ -	\$ -
EV/PHEV	\$ 3,936.71		\$ 4,051.21		\$ 4,051.21	\$ 3,936.71
FALLEN OFFICER	\$ 55.00		\$ 85.00		\$ 85.00	\$ 55.00
FIREFIGHTER	\$ 25.00		\$ 175.00		\$ 175.00	\$ 25.00
FLY OUR COLORS	\$ 110.00		\$ 85.00		\$ 85.00	\$ 110.00
GOD BLESS	\$ 125.00		\$ 100.00		\$ 100.00	\$ 125.00
GOLD STAR FAMILY	\$ -		\$ -		\$ -	\$ -
HERITAGE	\$ 10.00		\$ -		\$ -	\$ 10.00
IOWA AG LITERACY	\$ -		\$ 15.00		\$ 15.00	\$ -
LEGION OF MERIT	\$ -		\$ -		\$ -	\$ -
LOVE R KIDS	\$ 35.00		\$ 30.00		\$ 30.00	\$ 35.00
MCYCLE RIDER	\$ 25.00		\$ 15.00		\$ 15.00	\$ 25.00
NAT'L GUARD	\$ -		\$ 50.00		\$ 50.00	\$ -
DNR	\$ 3,158.00		\$ 3,840.00		\$ 3,840.00	\$ 3,158.00
ORGAN DONOR	\$ 75.00		\$ 20.00		\$ 20.00	\$ 75.00
PEARL HARBOR	\$ -		\$ -		\$ -	\$ -
POW	\$ -		\$ -		\$ -	\$ -
PROFESSIONAL FIRE	\$ 30.00		\$ 55.00		\$ 55.00	\$ 30.00

PURPLE HEART	\$ 20.00		\$ 30.00		\$ 30.00	\$ 20.00
PWD	\$ 10.00		\$ -		\$ -	\$ 10.00
USAF AIRFORCE	\$ 5.00		\$ 35.00		\$ 35.00	\$ 5.00
USAF ARMY	\$ 45.00		\$ 60.00		\$ 60.00	\$ 45.00
USAF COAST GUARD	\$ -		\$ -		\$ -	\$ -
USAF MARINES	\$ -		\$ 10.00		\$ 10.00	\$ -
USAF NAVY	\$ 30.00		\$ 30.00		\$ 30.00	\$ 30.00
SHARE THE ROAD	\$ 95.00		\$ 85.00		\$ 85.00	\$ 95.00
SHRINERS	\$ -		\$ 35.00		\$ 35.00	\$ -
SILVER STAR	\$ -		\$ 15.00		\$ 15.00	\$ -
VETERANS	\$ 280.00		\$ 235.00		\$ 235.00	\$ 280.00
VETS CROSS/MEDAL	\$ 5.00		\$ -		\$ -	\$ 5.00
ANATOMICAL FEES	\$ 513.91		\$ 606.57		\$ 606.57	\$ 513.91
ADMIN FEES	\$ 15.00		\$ -		\$ -	\$ 15.00
MAIL PROCESSING	\$ 29,880.00		\$ 30,531.00		\$ 30,531.00	\$ 29,880.00
NSF FEES	\$ 398.00		\$ 327.00		\$ 327.00	\$ 398.00
AUTO TRANSFERS					\$ (131,000.00)	\$ (131,000.00)
TOTAL	\$ 7,218,427.38	\$ -	\$ 6,501,482.25	\$ -	\$ 6,370,482.25	\$ 7,087,427.38

LINN COUNTY TREASURER

Sharon Jones

RECEIVED
JUN 09 2021
LINN COUNTY

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, Wendling Quarries Inc., owner; Horsfield Construction, petitioner; Case JTU21-0006, has requested the Linn County Board of Supervisors' permission to operate a portable concrete plant to be used for county road projects on Palo Marsh Road and Shellsburg Road, located at 6101 Blairs Ferry Rd, Cedar Rapids, Iowa.

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

1. The portable concrete plant will operate from June 16, 2021 and end by September 1, 2021.
2. A temporary concrete plant is permitted under the provisions of Article V, Section 107-93, §(c)(1) of the Linn County Unified Development Code.
3. The property is located at 6101 Blairs Ferry Rd, Cedar Rapids, Iowa.
4. The property is zoned AG (Agricultural) and is 28.3 acres in size.
5. Approximately 0.5 acres will be used for the temporary use.
6. The owner of the property is Wendling Quarries Inc.
7. The operator of the portable concrete plant will be Horsfield Construction.
8. The plant may operate between the hours of 6:00 AM to 8:00 PM, seven days a week.
9. Two portable toilets and one hand washing station will be accessible on-site for the duration of the operation of the plant.
10. The applicant estimates an increase to a maximum of 500 vehicle trips per day due to the operation of the portable concrete plant.

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 June 14, 2021, all interested persons having been heard;

NOW THEREFORE, BE IT RESOLVED, that the Linn County Board of Supervisors approve the application, Case JTU21-0006, 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; 6:00 AM to 8:00 PM, seven days a week.
4. The temporary use permit period will be begin June 16, 2021 and expire no later than September 1, 2021.
5. Restrooms are required to be available during the hours of operation.
6. The applicant or owner shall obtain and submit proof of a liability insurance policy prior to Board of Supervisors approval.
7. 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.

LINN COUNTY PLANNING & DEVELOPMENT (Building Division)

1. An electrical permit is required for new electrical services and/or the installation of non-chord and plug electrical equipment associated with the batch plant.
2. Two permanent or portable restrooms shall be on-site and serviced for the duration of the operation of this concrete plant.

LINN COUNTY ENGINEERING

1. Placement of 6" thick macadam stone (or other clean crushed product approved by engineer) pad for aggregate stockpiles.

IOWA DEPARTMENT OF TRANSPORTATION

1. No conditions to be met.

LINN COUNTY HEALTH DEPARTMENT

1. Approval from the Air Quality Division for Air Quality Construction Permit.
2. Submit Notice of Relocation to Linn County Public Health at least seven (7) days prior to moving the equipment to the proposed location.

LINN COUNTY SHERIFF'S OFFICE

1. Supply an after-hours call list to the Sheriff's Office (must have more than 1 contact person).

LINN COUNTY EMERGENCY MANAGEMENT

1. Applicant shall submit a Severe Weather Plan for Special Events or Venues to the Linn County Emergency Management Agency for review and approval.

LINN COUNTY E-911 COORDINATOR

1. No conditions to be met.

LINN COUNTY CONSERVATION

1. No conditions to be met.

NATURAL RESOURCE CONSERVATION SERVICE

1. Applicant shall review operation and proposed addition with the Iowa DNR and Army Corps of Engineers and implement any required actions.
2. Applicant shall ensure that all stormwater runoff from the plant is contained on site.

WHEREAS, failure to comply with any of the above conditions in a timely manner will void 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 16th day of June, 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 16th day June, 2021.

Notary Public State of Iowa

RESOLUTION NO. 2021 - -

RESOLUTION FOR INTERFUND TRANSFER

WHEREAS, it is desired to transfer monies from the General Supplemental fund to the General Basic fund and,

WHEREAS, said operating transfer is in accordance with Section 331.432, Code of Iowa,

NOW, therefore be it resolved by the Board of Supervisors of Linn County, Iowa, as follows:

Section 1. The sum of \$8,391,820 is ordered to be transferred from the General Supplemental fund to the General Basic fund, to replace FICA, IPERS and insurance costs paid from the General Basic fund.

Section 2. The Auditor has been directed to correct his books accordingly and to notify the Treasurer of this operating transfer, accompanying the notification with a copy of this resolution and the record of its adoption.

PASSED AND APPROVED this _____ day of June 2021.

LINN COUNTY BOARD OF SUPERVISORS

Stacey Walker, Chair

Ben Rogers, Vice Chair

Louis Zumbach, Supervisor

Aye: _____ Nay: _____ Abstain: _____

ATTEST:

Joel Miller, Linn County Auditor

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

_____Aye _____Nay _____ Abstain and _____Absent from Voting.

Joel Miller, Linn County Auditor

RESOLUTION NO. 2021 - -

RESOLUTION FOR INTERFUND TRANSFER

WHEREAS, it is desired to transfer monies from the General Basic fund to the Secondary Roads fund and,

WHEREAS, said operating transfer is in accordance with Section 331.432, Code of Iowa,

NOW, therefore be it resolved by the Board of Supervisors of Linn County, Iowa, as follows:

The sum of \$1,009,684 is ordered to be transferred from the General Basic fund to the Secondary Roads fund, as allowed under the Code of Iowa maximum transfer limits.

PASSED AND APPROVED this _____ day of June 2021.

LINN COUNTY BOARD OF SUPERVISORS

Stacey Walker, Chair

Ben Rogers, Vice Chair

Louis Zumbach, Supervisor

Aye: _____ Nay: _____ Abstain: _____

ATTEST:

Joel Miller, Linn County Auditor

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

_____Aye _____Nay _____ Abstain and _____Absent from Voting.

Joel Miller, Linn County Auditor

RESOLUTION NO. 2021 - -

RESOLUTION FOR INTERFUND TRANSFER

WHEREAS, it is desired to transfer monies from the Rural Services fund to the Secondary Roads fund and,

WHEREAS, said operating transfer is in accordance with Section 331.432, Code of Iowa,

NOW, therefore be it resolved by the Board of Supervisors of Linn County, Iowa, as follows:

The sum of \$2,483,796 is ordered to be transferred from the Rural Services fund to the Secondary Roads fund, as allowed under the Code of Iowa maximum transfer limits.

PASSED AND APPROVED this _____ day of June 2021.

LINN COUNTY BOARD OF SUPERVISORS

Stacey Walker, Chair

Ben Rogers, Vice Chair

Louis Zumbach, Supervisor

Aye: _____ Nay: _____ Abstain: _____

ATTEST:

Joel Miller, Linn County Auditor

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

_____Aye _____Nay _____ Abstain and _____Absent from Voting.

Joel Miller, Linn County Auditor

RESOLUTION NO. 2021 - -

RESOLUTION FOR INTERFUND TRANSFER

WHEREAS, it is desired to transfer monies from the General Basic fund to the Capital Projects fund and,

WHEREAS, said operating transfer is in accordance with Section 331.432, Code of Iowa,

NOW, therefore be it resolved by the Board of Supervisors of Linn County, Iowa, as follows:

The sum of \$6,425,196 is ordered to be transferred from the General Basic fund to the Capital Projects fund, as allowed under the Code of Iowa maximum transfer limits.

PASSED AND APPROVED this _____ day of June 2021.

LINN COUNTY BOARD OF SUPERVISORS

Stacey Walker, Chair

Ben Rogers, Vice Chair

Louis Zumbach, Supervisor

Aye: _____ Nay: _____ Abstain: _____

ATTEST:

Joel Miller, Linn County Auditor

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

_____Aye _____Nay _____ Abstain and _____Absent from Voting.

Joel Miller, Linn County Auditor

LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # _____

APPROVING A FINAL PLAT

WHEREAS, a final plat of Noah Acres First Addition (Case #JF21-0002) to Linn County, Iowa, containing three (3) lots, numbered Lot 1, Lot 2, and lettered Lot A, has been filed for approval, a subdivision of real estate located in the NENW of Section 8, Township 83 North, Range 5 West of the 5th P.M., Linn County, Iowa, described as follows:

Beginning at N ¼ Corner of said Section 8; thence S00°52'12"E along the east line of said NE ¼ NW¼, 338.12 feet to the west line of Oleson's First Addition to Linn County, Iowa; thence S04°43'29"W along said west line, 132.71 feet; thence S19°19'58"W along the centerline of Martelle Road, 913.24 feet to the south line of said NE¼ NW¼; thence S88°02'01"W along said south line, 1020.11 feet to the east line of Lot E, Forest Glen 1st Addition to Linn County, Iowa; thence N01°59'45"W along said east line, 301.98 feet; thence N88°46'37"W along said east line, 509.02 feet; thence N00°57'07"W along said east line, 993.73 feet to the NE Corner of said Lot E; thence N88°07'02"E along the north line of said NW¼ NW¼, 523.68 feet; thence N88°08'07"E along the north line of said NE¼ NW¼, 1340.89 feet to the Point of Beginning, containing 49.51 acres which includes 1.14 acres of road right of way.

WHEREAS, said plat is accompanied by a certificate acknowledging that said subdivision is by, and with the free consent of the proprietors, and is accompanied by a certificate dedicating certain property to the public, as shown on the plat; and

WHEREAS, said plat and its attachments thereto have been found to conform to the requirements of the comprehensive plan and the subdivision ordinance; and the requirements of other ordinances and state laws governing such plats; and

WHEREAS, the following conditions as listed on the Planning and Development Staff Report of March 17, 2021 as last amended on April 19, 2021 have been addressed:

LINN COUNTY SECONDARY ROAD DEPARTMENT

1. Entrance permit required for new entrances and existing unpermitted entrances, Sec.11 and the Unified Development Code, Article IV, Sec. 107-72 § 2 (h)(5). All approved entrances shall be brought into conformance with County standards. Lot 1 and Lot 2 shall each be limited to a single access.
2. Dedication of road right-of-way, County Standard Specifications, Section 5. Forty feet of right-of-way on Martelle Road adjacent to development shall be dedicated to the County for road purposes.
3. Road agreement with conditions similar to final plat cases. County Standard Specifications, Section 1.

IOWA DEPARTMENT OF TRANSPORTATION

1. Not within the jurisdiction of the Iowa Department of Transportation.

LINN COUNTY PUBLIC HEALTH DEPARTMENT

No conditions to be met.

NATURAL RESOURCES CONSERVATION SERVICE

1. Land disturbance greater than 1 acre in size, not associated with agricultural crop production, will require a NPDES permit granted by the Iowa Department of Natural Resources.
2. Submit erosion and sediment control plan for review and acceptance.

LINN COUNTY CONSERVATION DEPARTMENT

No conditions to be met.

LINN COUNTY EMERGENCY MANAGEMENT

No conditions to be met.

LINN COUNTY PLANNING AND DEVELOPMENT - ZONING DIVISION

1. Various revisions to the site plan and final plat.
2. Prior to approval of the final plat, the owner must sign an "Acceptance of Conditions" form. The "Acceptance of Conditions" form states that the owner understands and agrees to comply with the agreed upon conditions as stated in the staff report.
3. This plat lies within the 2-mile jurisdiction of the City of Springville, and as per the 28E Agreement between the City and the County, will require City approval or a waiver of the right to review.
4. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.
5. The proposed subdivision name and proposed names of all roads, streets and lanes shall be submitted for review and approval by the Linn County Auditor's office prior to approval of the final plat.
6. The final plat bound documents must be approved by the Linn County Board of Supervisors on or before **APRIL 19, 2022** as per Article IV, Section 107-72, § (1)(g), and shall be recorded within 1 year of that approval, as per Article IV, Section 107-72, § (2)(f) of the UDC.
7. One original and 3 complete copies of the final plat bound documents that must include the following:
 - i. Owner's certificate and dedication certificate executed in the form provided by the laws of Iowa, dedicating to Linn County title to all property intended for public use, including public roads
 - ii. Title opinion and a consent to plat signed by the mortgage holder if there is a mortgage or encumbrance on the property as well as a release of all streets, easements, or other areas to be conveyed or dedicated to local government units within which the land is located
 - iii. Surveyor's certificate
 - iv. Auditor's certificate
 - v. Resolution of the Planning and Zoning Commission
 - vi. Resolution of the Board of Supervisors
 - vii. Resolution of approval or waiver of review by applicable municipalities
 - viii. Treasurer's certificate
 - i. Agricultural Land Use Notification. The landowner shall ensure that such notification shall be attached to the deed and shall become a separate entry on the abstract of title for all the property that is subject of the permit or development as per Article V, Section 107-91, § (h) of the UDC.
 - ii. Restrictive covenants or deed restrictions, as separate instruments, not combined with any other instrument
 - iii. Three (3) copies of the surveyor's drawing
 - iv. A covenant for a secondary road assessment

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat is hereby approved. The Board of Supervisors and County Engineer are hereby authorized to enter approval upon the final plat resolution. The Board of Supervisors' Chairperson is also hereby authorized to sign said plat which executes an acceptance of dedication of property to the public, as shown on said plat.

NOW, THEREFORE BE IT FURTHER RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat and plat proceedings shall not be changed or altered in any way, without the approval of the Linn County Board of Supervisors. Said plat and plat proceedings shall be recorded by June 16, 2022 to be valid.

Passed and approved this 16th day of June, 2021

Linn County Board of Supervisors

Chair

Vice Chair

Supervisor

Aye:

Nay:

Abstain:

Absent:

Attest:

Joel Miller, Linn County Auditor

Linn County Board of Supervisors
June 16, 2021
Resolution # _____
JF21-0002
Page 4 of 4

Linn County Engineer

Brad Ketels, Engineer

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 ___ Absent

Joel Miller

Subscribed and sworn to before me by the aforesaid Joel Miller, _____,

on this _____ day of _____, 2021.

Notary Public State of Iowa

LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # _____

APPROVING A RESIDENTIAL PARCEL SPLIT

WHEREAS, a Residential Parcel Split of Rocky Ridge View (Case # JPS21-0010) to Linn County, Iowa, containing three (3) lots, numbered lot 1, lettered lot A and outlot A, has been filed for approval, a subdivision of real estate located in the SWSW of Section 31, Township 83 North, Range 5 West of the 5th P.M., Linn County, Iowa, described as follows:

Beginning at the Southwest corner of Section 31, Township 83 North, Range 5 West; thence N 01°11'24" W along the west line of the Southwest fractional ¼ of said Section 31, a distance of 1325.98 feet to the Northwest corner of the Southwest ¼ of the Southwest ¼ of said Section 31; thence N 88°05'26" E along the North line of the Southwest fractional ¼ of the Southwest fractional ¼, a distance of 568.45 feet to a point on the Westerly line of Plat of Survey as is recorded in Book 7682 on page 302 in the office of the Linn County Recorder; thence S 04°22'25" E along said Westerly line, a distance of 1327.29 feet to a point on the South line of the Southwest fractional ¼ of said Section 31; thence S 88°06'26" W along said South line, a distance of 642.16 feet to the Point of Beginning, containing 18.43 acres of which 0.59 acre is county road right of way and being subject to all easements and restrictions of record.

WHEREAS, said plat is accompanied by a certificate acknowledging that said subdivision is by, and with the free consent of the proprietors, and is accompanied by a certificate dedicating certain property to the public, as shown on the plat; and

WHEREAS, said plat and its attachments thereto have been found to conform to the requirements of the comprehensive plan and the subdivision ordinance; and the requirements of other ordinances and state laws governing such plats; and

WHEREAS, the following conditions as listed on the Planning and Development Staff Report of April 21, 2021 as last amended on May 17, 2021 have been addressed:

LINN COUNTY SECONDARY ROAD DEPARTMENT

1. Entrance permit required for new entrances and existing unpermitted entrances, County Standard Specifications, Section 11 and the Unified Development Code, Article IV, Sec. 107-72 § 2 (h)(5). All approved entrances shall be brought into conformance with County standards. Lot 1 is allowed one access. An additional access may be allowed with justification and permit.
2. Dedication of road rights-of-way, County Standard Specifications, Section 5. Forty feet of right-of-way on Abbe Hills Road adjacent to development shall be dedicated to the County for road purposes.
3. Road agreement with conditions applicable to residential parcel split cases. County Standard Specifications, Section 1.

IOWA DEPARTMENT OF TRANSPORTATION

1. Not within the jurisdiction of the Iowa Department of Transportation.

LINN COUNTY PUBLIC HEALTH DEPARTMENT

1. Existing house must be reviewed by Linn County Public Health for compliance with Linn County Code of Ordinances Chapter 105, Article VI Property Maintenance Regulations. If applicable, correction of certain deficiencies may require permits, inspections and final approval from the Building Division of Linn County Planning & Development.

NATURAL RESOURCES CONSERVATION SERVICE

1. Show approximate location of natural drainage ways and a note restricting building within the natural drainage way should be shown on the final plat. Contact the NRCS office for widths and building restriction requirements.

LINN COUNTY CONSERVATION DEPARTMENT

No conditions to be met.

LINN COUNTY EMERGENCY MANAGEMENT

No conditions to be met.

LINN COUNTY PLANNING AND DEVELOPMENT – ZONING DIVISION

1. All side and rear yard setbacks must be met for all structures involved in this proposal.
2. Various revisions to the site plan and final plat.
3. Prior to approval of the final plat, the owner must sign an "Acceptance of Conditions" form. The "Acceptance of Conditions" form states that the owner understands and agrees to comply with the agreed upon conditions as stated in the staff report.
4. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.
5. The remaining land of the parent parcel will result in a parcel of less than 35 acres. Either combine the remaining land to an adjacent parcel by deed restriction to total 35 acres or more, or include the remaining land as part of the final plat. If included as a part of the final plat, the lot will be non-buildable until brought into conformance with the Linn County UDC and will require the note: "This parcel may only be developed in accordance with all development regulations in effect at the time development is proposed" on the plat.
6. The proposed subdivision name and proposed names of all roads, streets and lanes shall be submitted for review and approval by the Linn County Auditor's office prior to approval of the final plat.
7. One original and 3 complete copies of the final plat bound documents that must include the following:
 - (i) Owner's certificate and dedication certificate executed in the form provided by the laws of Iowa, dedicating to Linn County title to all property intended for public use, including public roads
 - (ii) Title opinion and a consent to plat signed by the mortgage holder if there is a mortgage or encumbrance on the property as well as a release of all streets, easements, or other areas to be conveyed or dedicated to local government units within which the land is located
 - (iii) Surveyor's certificate
 - (iv) Auditor's certificate
 - (v) Resolution of the Planning and Zoning Commission
 - (vi) Resolution of the Board of Supervisors
 - (vii) Resolution of approval or waiver of review by applicable municipalities
 - (viii) Treasurer's certificate
 - (ix) Agricultural Land Use Notification. The landowner shall ensure that such notification shall be attached to the deed and shall become a separate entry on the abstract of title for all the property that is subject of the permit or development as per Article V, Section 107-91, § (h) of the Unified Development Code.
 - (x) Restrictive covenants or deed restrictions, as separate instruments, not combined with any other instrument
 - (xi) Three (3) copies of the surveyor's drawing
 - (xii) A covenant for a secondary road assessment

Linn County Board of Supervisors

Resolution # _____

June 16, 2021

JPS21-0010

Page 3 of 4

8. Final plat bound copies must be approved by the Linn County Board of Supervisors on or before **MAY 17, 2022** as per Article IV, Section 107-72, § (1)(g), and shall be recorded within 1 year of that approval, as per Article IV, Section 107-72, § (2)(f), of the Unified Development Code.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat is hereby approved. The Board of Supervisors and County Engineer are hereby authorized to enter approval upon the final plat resolution. The Board of Supervisors' Chairperson is also hereby authorized to sign said plat which executes an acceptance of dedication of property to the public, as shown on said plat.

NOW, THEREFORE BE IT FURTHER RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat and plat proceedings shall not be changed or altered in any way, without the approval of the Linn County Board of Supervisors. Said plat and plat proceedings shall be recorded by June 16, 2022 to be valid.

Passed and approved this 16th day of June, 2021

Linn County Board of Supervisors

Chair

Vice Chair

Supervisor

Aye:

Nay:

Abstain:

Absent:

Attest:

Joel Miller, Linn County Auditor

Linn County Engineer

Brad Ketels, Engineer

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 ___ Absent

Joel Miller

Subscribed and sworn to before me by the aforesaid Joel Miller, _____,

on this _____ day of _____, 2021.

Notary Public State of Iowa

RESOLUTION # _____

VACATE EXCESS ROAD RIGHT-OF-WAY

WHEREAS, the Linn County Board of Supervisors desire to vacate a portion of excess road right-of-way, more particularly described as follows.

A parcel of land located in the NE¼ SW¼ of Sec. 17-T85N-R5W of the 5th, Principle Meridian in Linn County, Iowa, more particularly described as follows: All that part of said NE¼ SW¼ of Sec. 17, lying northwesterly of the following described Secondary Road right of way described as follows: Beginning at a point that is 80 feet normally distant northwesterly from Sta 122+00; thence northeasterly to a point that is 70 feet normally distant northwesterly from Sta 125+00; thence northeasterly to a point that is 60 feet normally distant northwesterly of centerline Sta P.C. 127+90.3.

WHEREAS, pursuant to Chapter 306.12 and 306.13 of the Code of Iowa, notice was published in the Cedar Rapids Gazette, a copy of said notice being attached hereto, and

WHEREAS, all adjoining land owners, all utility companies and the Iowa Department of Transportation have been notified by certified mail pursuant to Chapter 306.12 of said vacation and the hearing thereon, and

WHEREAS, the Linn County Board of Supervisors pursuant to the aforesaid notice held a hearing on the proposed vacation of the aforementioned right-of-way, and

WHEREAS, it being deemed in the best interest of Linn County to vacate said right-of-way, and

WHEREAS, this vacation is subject to easements of record at time of the public hearing including a utility easement, and

NOW, THEREFORE BE IT AND IT IS HEREBY RESOLVED by the Linn County Board of Supervisors this date met in lawful session to vacate as described below:

A parcel of land located in the NE¼ SW¼ of Sec. 17-T85N-R5W of the 5th, Principle Meridian in Linn County, Iowa, more particularly described as follows: All that part of said NE¼ SW¼ of Sec. 17, lying northwesterly of the following described Secondary Road right of way described as follows: Beginning at a point that is 80 feet normally distant northwesterly from Sta 122+00; thence northeasterly to a point that is 70 feet normally distant northwesterly from Sta 125+00; thence northeasterly to a point that is 60 feet normally distant northwesterly of centerline Sta P.C. 127+90.3.

in Linn County, Iowa, be and the same is hereby vacated, and shall no longer be deemed public road right-of-way.

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

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

Chairperson

Vice Chairperson

Supervisor

ATTEST:

Linn County Auditor

Linn County Children's Mental Health Assistance Program FY21 Provider Agreement

THIS AGREEMENT (the "Agreement") is by and between Linn County and Maria Isabel Ramos LMFT, LLC ("Provider").

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

Linn County is a governmental entity organized under the Code of Iowa, governed by the Board of Supervisors. Linn County is interested in contracting with Provider to purchase services for the benefit of Linn County Individuals.

Provider is licensed, certified and/or accredited under the laws of the State of Iowa to provide mental health/behavioral health services and is interested in contracting with Linn County to provide services for the benefit of Linn County Individuals.

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

SECTION 1 Definitions

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

Copayment: The amounts, which may be charged to Linn County Individual at the time services are rendered.

Linn County Individual: A person who is eligible and authorized to receive funding as defined by the Linn County Children's Mental Health Assistance Program.

Covered Services: Services approved by the Coordinator of the Linn County Children's Mental Health Assistance Program and included in this agreement.

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

Protected Health Information: Individually identifiable health information that is transmitted by or maintained in electronic media or transmitted by or maintained in any other form or medium.

SECTION 2 Duties of Provider

Section 2.1 Provision of Covered Services. Provider shall provide services to each Linn County Individual who is authorized by the Linn County Children's Mental Health Assistance Program to receive such services to the extent designated in Attachment A, Service Definitions and Rates. Such services shall be rendered in compliance with applicable laws and regulations. Provider shall also provide services in a manner which: (a) documents the services provided, in conformance with Federal, State and local laws and regulations, and (b) protects the confidentiality of the Linn County Individual's protected health information.

Section 2.2 Authorization and Notification Requirements. All services provided to Linn County Individuals by Provider must be authorized by the Linn County Children's Mental Health Assistance Program prior to or at the time of rendering services.

Section 2.3 Access to Books and Records. Unless otherwise required by applicable statutes or regulation, Provider shall allow Linn County access to books and records, for purposes of appeals, utilization, quality assurance review, grievance, claims payment review, individual medical records review or financial audits, during the term of this contract and seven (7) years following its termination. Provider shall provide records or copies of records at a cost of twenty-five cents (\$.25) a page.

SECTION 3

Reimbursement to provider

Section 3.1 Compensation to Provider. Provider agrees to accept payment from Linn County for services provided to Linn County Individuals under this Agreement as payment in full, less any other amount due from Linn County Individuals or insurance payments for such services. Compensation for services is included as Attachment A, Service Definitions and Rates, and subsequent amendments thereto.

Section 3.2 Timely Submission of Invoices. Invoices must be submitted within one year of service delivery, to be reimbursable by the County.

SECTION 4

Relationship Between the Parties

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

SECTION 5

Hold Harmless, Indemnification and Liability Insurance

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

Section 5.2 Linn County Hold Harmless and Indemnification. Linn County shall defend, hold harmless and indemnify Provider against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Provider that arise out of acts or omission of Linn County or Linn County employees, agents or representatives in the discharge of its responsibilities under this Agreement.

Section 5.3 Provider Liability Insurance. Provider shall procure and maintain, at the Provider's own expense, professional liability insurance and comprehensive general and/or umbrella liability insurance. Provider shall provide proof of self-insurance, if Provider is self-insured.

SECTION 6

Laws and Regulations

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

Section 6.2 Compliance with Civil Rights Laws. Provider agrees not to discriminate or differentiate in the treatment of any otherwise qualified individual based on sex, race, color, age, religion, national origin or disability. Provider agrees to ensure services are rendered to Linn County Individuals in the same manner, and in accordance with the same standards and with the same availability, as offered to any other individual receiving services from Provider.

Section 6.3 Equal Opportunity Employer. Linn County is an equal employment opportunity employer. Linn County supports a policy prohibiting discrimination against any employee or applicant for employment on the basis of age, race, sex, color, national origin, religion, physical or mental disability, veteran or any other classification protected by law or ordinance. Provider agrees that it is in full compliance with Linn County's Equal Employment Policy as expressed herein.

Section 6.4 Confidentiality of Records. Linn County and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Linn County Individuals under this Agreement in accordance with any applicable laws and regulations including the Health Information Portability and Accountability Act (HIPAA) of 1996. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with information from Linn County about Individuals, it is fully bound by federal and state laws and regulations, including HIPAA governing the confidentiality of medical records and mental health records. Relevant confidentiality requirements include, but are not limited to:

- (A) Disclosures to third Parties: Provider shall obtain reasonable written assurances from any third party, including subcontractors or agents, to whom protected health information will be disclosed. The written statements shall assure that (1) protected health information will be held confidentially and used or further disclosed only as required and permitted under either state law or the HIPAA Privacy Provisions; (2) the third party agrees to be governed by the same restrictions and conditions contained in this Agreement, and (3) the third party will notify Provider of any instance in which confidentiality of protected health information has been breached.
- (B) Accounting of Disclosures: Provider shall maintain an accounting of all disclosure of protected health information not expressly authorized in this Agreement or that does not relate to treatment, payment operation, or a signed, written authorization. The accounting shall include the date of the disclosure, name and address of the individual or entity which is the recipient of the disclosure, a brief description of the protected health information disclosed and the purpose of the disclosure.

Section 6.5 Individual Authorizations. Linn County shall notify Provider of any changes in, or withdrawal of, the individual authorizations provided to Linn County. Provider shall notify Linn County of any changes in, or withdrawal of, the individual authorizations provided to Provider.

Section 6.6 Restrictions. Linn County shall notify Provider, in a timely, written manner of any restrictions to the use or disclosure of protected health information agreed to by Linn County.

Section 6.7 Security Measures. Provider shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of or from Linn County. Provider shall ensure that any agent, including a subcontractor to whom it provides electronic protected health information, agrees to implement reasonable and appropriate safeguards to protect it.

SECTION 7

Term and Termination

Section 7.1 Term. The initial term of this Agreement shall be for a period of one (1) year, commencing on the date first above written, and shall automatically renew on a year to year basis on the same terms and conditions, unless terminated earlier by either party in accordance with this Agreement. This contract shall be reviewed **June 30, 2021**, unless terminated earlier by either party in accordance with this Agreement.

Section 7.2 Non-Renewal of Agreement. Either party may choose not to renew this agreement upon ninety (90) days written notice to the other party prior to the expiration of the contract.

Section 7.3 Termination of Agreement Without Cause. Either party may terminate this Agreement without cause upon ninety (90) days prior written notice of termination to the other party.

Section 7.4 Termination with Cause by Linn County. Linn County shall have the right to terminate this Agreement immediately by giving written notice to Provider upon the occurrence of any of the following events: (a) restriction, suspension or revocation of Provider's license, certification or accreditation; (b) Provider's loss of any liability insurance required under this Agreement; (c) chapter 7 bankruptcy filed by the Provider or (d) Provider's material breach of any of the terms or obligation of this Agreement.

For other terms or obligations of this Agreement breached by the Provider, the following termination procedures shall apply. Prior to terminating the contract, Linn County shall notify the Provider in writing of the alleged deficiency or violation and identify the recommended corrective action and request a written response to the allegation. If the parties agree on appropriate corrective action, the party responsible for implementing that action shall forward a written description of such action to Linn County. In the event that the Provider fails to respond within thirty (30) days of receipt of the written notice of violation, or in the event that the parties fail to agree on appropriate corrective action, the County may notify the Provider, in writing, that the contract will terminate sixty (60) days after receipt of the written notice to terminate.

Section 7.5 Termination with Cause by Provider. Provider shall have the right to terminate this Agreement immediately by giving written notice to Linn County upon the occurrence of Linn County's material breach of any of the terms or obligations of this Agreement.

Section 7.6 Information to Linn County Individuals. Provider acknowledges the right of Linn County to inform Linn County Individuals of Provider's termination and agrees to cooperate with Linn County in deciding on the form of such notification.

Section 7.7 Continuation of Services after Termination. Upon request by Linn County, Provider shall continue to render services for up to 90 days in accordance with this Agreement until Linn County has

transferred Linn County Individuals to another provider or until such Linn County Individual is discharged.

Section 7.8 Notices to Linn County. Any notice, request, demand, waiver, consent, approval or other communication to Linn County which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

Linn County Children's Mental Health Assistance Program
Attention: Coordinator
1020 6th Street SE
Cedar Rapids, IA 52401

Section 7.9 Notices to Provider. Any notice, request, demand, waiver, consent, approval or other communication to Provider which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

Maria Isabel Ramos LMFT, LLC
1221 Park Place NE, Suite G1
Cedar Rapids, IA 52402

Attention: Maria Ramos, LMFT
Email: mramos@guidinglighter.com

Phone: 319-382-0678

Fax: none

SECTION 8 **Amendments**

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

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

SECTION 9 **Other Terms and Conditions**

Section 9.1 Non-Exclusivity. This Agreement does not confer upon the Provider any exclusive right to provide services to Linn County Individuals. Linn County reserves the right to contract with other providers. The parties agree that Provider may continue to contract with other organizations.

Section 9.2 Assignment. Provider may not assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written approval of Linn County.

Section 9.3 Subcontracting. Provider may not subcontract any of its rights and responsibilities under this Agreement to any person or entity without prior notification to and approval of Linn County.

Section 9.4 Entire Agreement. This Agreement and its attachments constitute the entire agreement between Linn County and Provider, and supersede or replace any prior agreements between Linn County and Provider relating to its subject matter.

Section 9.5 Rights of Provider and Linn County. Provider agrees that Linn County may use Provider's name, address, telephone number, and description of Provider and Provider's care and specialty services in any promotional activities. Otherwise, Provider and Linn County shall not use each other's name, symbol or service mark without prior written approval of the other party.

Section 9.6 Invalidity. If any term, provision or condition of this Agreement shall be determined invalid by a court of law, such invalidity shall in no way effect the validity of any other term, provision or condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the parties to this Agreement.

Section 9.7 No Waiver. The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

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

Linn County:

By: _____

Print Name: _____

Print Title: _____

Date: _____

PROVIDER NAME:

Maria Isabel Ramos LMFT, LLC

By: Maria Ramos, LMFT

Print Name: Maria Ramos LMFT

Print Title: LMFT

Date: 6/9/2021

Attachment A

Linn County Children's Mental Health Assistance Program FY2021 Provider Agreement

Service Definitions and Rates

Service Description Please include a Service Title. Possible examples include: Respite, BHIS, or Individual Outpatient Therapy. CPT Codes plus Title 19 Modifiers must be identified for all services, if applicable.	Unit of Service: Hour, Day, ½ day, Month, 15 Min., Visit/Contact, etc.	Enrolled Medicaid Provider with the Managed Care Organizations: Yes or No <i>For each service listed below</i>	Rate
Psychiatric diagnosis eval (no med services) 90791 HO	Visit	YES	191.04 ✓
Psychotherapy, 30 minutes 90832 HO	Visit	YES	53.90 ✓
Psychotherapy, 45 minutes 90834 HO	Visit	YES	145.52 ✓
Psychotherapy, 60 minutes 90837 HO	Visit	YES	167.08 ✓

Attachment A
Linn County Children's Mental Health Assistance Program FY2021 Provider Agreement
Service Definitions and Rates

❖ **NOTES:**

- An hourly billable unit is defined as services provided for or on behalf of the Linn County Individual through face-to-face contact with the Linn County Individual. These units shall be rounded to the nearest quarter hour with a minimum of a quarter hour billed for each contact.
- Treatment and therapy should be billed by CPT Code and Title 19 Modifier when these services are provided to a Linn County Individual. Treatment and therapy must be provided as face-to-face contact with the Linn County Individual.
- Services shall not be billed for missed appointments.

The above rates shall be effective July 1, 2020 through June 30, 2021. If the Agreement and Attachment A are received on or after August 1, 2020, the rates will be effective on the first day of the month in which Linn County receives the completed Agreement and Attachments through June 30, 2021.

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

Linn County:

Signature: _____

Print Name: _____

Print Title: _____

Date: _____

Provider:

Maria Isabel Ramos LMFT, LLC

Signature: Maria I. Ramos, LMFT

Print Name: Maria Ramos LMFT

Print Title: LMFT

Date: 6/9/2021



AGREEMENT FOR SERVICES

AN AGREEMENT WITH HACAP TO PERFORM SERVICES AS DESCRIBED IN THE LINN COUNTY EMPLOYEE CSA (COMMUNITY SUPPORTED AGRICULTURE) PROGRAM

This agreement, entered into this ____ day of _____ 2021, by and between Linn County, Iowa, hereinafter referred to as the COUNTY and Hawkeye Area Community Action Program referred to as HACAP; witnesseth:

In order to accomplish the objectives of the Linn County Employee CSA Program including the purchase and expansion of locally grown food and helping feed Linn County residents struggling with food insecurity, the COUNTY and HACAP agree as follows:

1. The COUNTY will pay HACAP an amount not to exceed \$5,000. Actual amount paid will be based on the number of COUNTY employees who sign up for and purchase Summer CSA shares from the COUNTY's partner CSA farm.
2. In exchange for payment received, HACAP agrees to purchase locally grown food from Linn County growers at HACAP's discretion and provide the procured food to Linn County residents.
3. The terms of this service agreement shall begin upon the execution of this contract by the Chief Elected Official (Chair of the Linn County Board of Supervisors). Agreement shall terminate upon the delivery of locally grown food to Linn County organization/s qualified to disperse that food to county residents. Agreement will terminate no later than 12/31/2021.
4. The COUNTY may terminate this agreement at any time by giving notice by certified mail to HACAP.
5. If for any reason HACAP is unable to meet the terms as agreed upon above HACAP shall notify the COUNTY and return any unused portion of the funds to the COUNTY within 30 days of that notification.
6. HACAP may terminate this agreement by giving a 21-day notice by certified mail to the COUNTY.
7. HACAP's obligation and duties under this Agreement shall not be assigned without the permission of the COUNTY.



8. HACAP shall hold harmless the COUNTY for any injury or damage caused by the acts or omissions of HACAP on employees or agents and HACAP agrees to indemnify the COUNTY for any such injury or damages.
9. Any disputes that arise between the COUNTY and HACAP would be governed by Iowa law and be litigated in Linn County.
10. This is the entire agreement between the COUNTY and HACAP.

IN WITNESS WHEREOF, THE PARTIES HERETO HAVE CAUSED THIS AGREEMENT TO BE EXECUTED THIS _____ DAY OF _____, 2021.

CONTRACTOR

Stacey Walker, Chair, Linn County Board of Supervisors
CHIEF ELECTED OFFICIAL

Linn County Historic Preservation Commission FY22 Grant Program Funding Recommendations

APPLICANT	PROJECT TITLE	ASK	REC.	PROJECT SUMMARY
Central City Historical Society	Sawyer House Porch Restoration	\$ 5,000	\$ 4,000	Repair/replace two porches and sidewalk approaches at Sawyer House
Coggon Community Historical Society	Exterior Stairwell Repair-Historical Hall	\$ 7,780	\$ 4,300	Repair exterior covered stairway and surrounding elements leading to upper floor of Historical Hall, repair some water damage
Genealogical Society of Linn County	Exterior Stairwell Repair-Historical Hall	\$ 1,200	\$ 600	The Genealogical Library would like to obtain binders and archival protectors to preserve our fragile documents so they may be used by staff and researchers, preventing further damage.
Linn County Historical Society, d.b.a. The History Center	Cold Storage for George Henry Negatives	\$ 4,191	\$ 1,500	The History Center will house in cold storage a collection of about 60 linear feet of photographic negatives by local photographer George Henry, documenting over 70 years of Linn County history.
Lisbon History Center Foundation	Phase 1 Life Safety Repairs and Preservation of the Lisbon History Center Building	\$ 2,400	\$ 2,400	To assist the City of Lisbon and the Lisbon Historic Preservation Commission in their efforts to repair and preserve the building that houses the Lisbon History Center.
Marion Independent School Foundation	MISD Alumni Association Historic Preservation	\$ 5,000	\$ 2,500	We seek funds to scan historic documents to make them available electronically for purposes of preservation and community access.
Mount Vernon/Lisbon Community Charitable Development Group	Restoration of the Front Window of the Mount Vernon/Lisbon Visitors Center	\$ 5,000	\$ 4,000	We wish to restore the large window on the front façade of the Mount Vernon/Lisbon Visitor Center, built in 1912.
Save CR Heritage	J.E. Halvorson House Plaster Repair	\$ 4,120	\$ 4,000	Save CR Heritage is repairing a 1905 home to use for preservation workshops and architectural salvage sales. A plaster expert will demonstrate techniques and repair gaping holes.
Seminole Valley Farm Museum	West Porch Replacement	\$ 5,000	\$ 1,500	Replace side porch that was ripped off Farm house during 2008 flood. This is last major damage from flood that has yet to be repaired.
The Friends of the Lisbon Library	Repair and Preserve the Lisbon Public Library Building Façade	\$ 5,212	\$ 4,000	Implementation of recommendations of the Preservation Plan for the Lisbon Public Library building with an initial focus on high-priority life-safety issues as defined in the Preservation Plan.
TOTAL		\$ 44,903	\$ 28,800	

FY 22 LINN COUNTY EARLY CHILDHOOD IOWA BOARD CONTRACT- **Renew and Amend**

Fund: Early Childhood

This Contract Renew and Amend is between the Linn County Early Childhood Iowa (ECI) Board and **Linn County Board of Supervisors on behalf of LCCS Child Development Center** for Early Care and Education Supportive Services. Intent is to increase access to extended day and year high-quality Wraparound Care, for 3-5 year olds from eligible Linn County families, through financial support of provider expenses.

SECTION 1. IDENTITY OF THE PARTIES.

- 1.1** The **Linn County Early Childhood Iowa Board** ("Board") is authorized to enter into this Contract. The Board's address is: 1240 26th Avenue Ct SW, Cedar Rapids, IA 52404.
Contact Person: ECI Coordinator Phone: 319-892-5729
- 1.2** **Linn County Board of Supervisors ("Contractor")**, on behalf of Linn County Child Development Center is organized under the laws of the state of Iowa and authorized to do business in the state of Iowa. The Contractor's address is: 935 2nd Street SW, Cedar Rapids, Iowa 52404.
Designated Contact Person: Gloria Witzberger Phone: #319-892-5723

SECTION 2. DURATION OF CONTRACT- Renewal

The term of this Contract shall be **July 1, 2021 through June 30, 2022** unless terminated earlier in accordance with the Termination section of this Contract.

SECTION 3. SCOPE OF SERVICES.

3.1 Amended FY 22 Program Operational Deliverables to replace FY 20-21:

- 3.1.15 a) Primary Service:** Provide free or low-cost slots or scholarships for At-Risk families in order to primarily increase access to Affordable Quality Full-Day Full-Year care.
- b) Secondary Service:** Remove identified barriers so children from At-Risk families can attend Affordable Quality early learning environments (*e.g. provide transportation, interpreter/translator, serve special needs, etc*).
- c) Provide up to 244 days of full-day, full year high quality child care. Extended day is average of eleven (11) hours per day ave, Mon-Friday using combination of funding sources. Wraparound hours are typically 12:30-5:30 pm.
- d) Wraparound services are provided at the Linn County Child Development Center.
- e) Use ECI \$ to support Assistant Teachers or Lead EC Teacher time at the levels documented in the approved budget. Lead Teacher must have a BA in Early Childhood Education and current "Pre-K" Teaching license. Assistant Teacher must have either a Child Development Associate credential or AA degree in Early Education.
- f) Provide nutritious breakfast, lunch and snack to children per CACFP guidelines.
- g) Utilize an evidence-based curriculum and assessment. Regularly assess and report if children are demonstrating age-appropriate skills.
- h) Coordinate access to health and developmental screenings and collect data on referrals for additional services.
- i) Provide at least one (1) parent/teacher conference or home visit per family.
- j) Ensure child attendance policy is in place and implemented.
- k) Collect and report required child and family demographic data.
- l) Monitor and document child and family eligibility for DHS Child Care Assistance.
- m) Report on Quality Measure obtained at Center.
- n) If Contractor encounters difficulty which threatens to impact Deliverables the Contractor shall use its best efforts to directly provide alternate, and to the extent possible, comparable performance. In this event the Contractor must provide notice to the Board in writing of the need to provide an alternative or comparable service.

3.2 Amended FY 22 Performance Measures to replace FY 20-21:

State Performance Measure Goals

- 3.2.1** # of unduplicated children ages 3-5 in high quality extended day and year childcare: **10**

- 3.2.2** % of children screened with ASQ-3: **100%**
- 3.2.3** % of children screened with ASQ:SE: **100%**
- 3.2.4** % of children screened with ASQ:3 and referred for follow-up services/treatment: **100%**
- 3.2.5** % of children screened with ASQ:SE and referred for follow-up services/treatment: **100%**
- 3.2.6** % of children in ECI supported care will demonstrate age appropriate skills as assessed by the ASQ-3: **80%.**
- 3.2.7** % of children demonstrating age appropriate skills as assessed by the ASQ-SE: **80%**
- 3.2.8** % of preschool classrooms with ECI children enrolled will have a rating of 3 or higher on the Iowa QRS or 1 or higher on IQ4K: **0/NA** due to Head Start & NAEYC Standards met
- 3.2.9** Maintain a High Quality Standard: **Goal: Head Start and NAEYC Standards**
- 3.2.10** Report on all State Performance Measures (Tool P).

Local Data

- 3.2.11** Report on local measures identified in Progress Report.

3.3 Amended FY 22 Monitor and Review Clause to replace FY 20-21:

- 3.3.1** Progress Report Requirements (no change)

The Contractor shall submit Quarterly Performance Reports, on the form provided by Early Childhood Iowa, via e-mail to designated ECI Staff. Quarterly Reports due dates are:

- **Oct 15th, Jan 15th, April 15th, July 19th for 4th Qtr.**

3.3.2 The Board and/or appointed Committee will monitor the performance of the Contractor quarterly to ensure compliance with Section 3. A Contract Compliance Review will occur as per Policy 9.4 in the ECI Board Policy and Procedure Manual. The Contractor shall meet with the Board or Early Childhood Iowa staff, participate in Contract Compliance Reviews and make files available for review upon request.

- 3.4 Amendment to Fiscal Requirements: NA**

- 3.5 Amendment to Non-Exclusive Rights: NA**

SECTION 4. COMPENSATION.

- 4.1 Amendment to Pricing: The Payment amount for FY 22 is updated to read:**

The Contractor will be paid for actual expenses in support of the approved Deliverables not to exceed \$62,103 in Early Childhood.

- 4.2 Amendment to Payment Clause: NA**

- 4.3 Delay of Payment Due to Contractor's Failure: NA**

SECTION 5. Amendment to TERMINATION: NA

SECTION 6. Amendment to CONFIDENTIAL INFORMATION: NA

SECTION 7. Amendment to INDEMNIFICATION: NA

SECTION 8. Amendment to INSURANCE: NA

SECTION 9. Amendment to INTELLECTUAL PROPERTY, PATENT AND COPYRIGHT: NA

SECTION 10. Amendment to CONTRACT ADMINISTRATION: NA

CONTRACT EXECUTION.

Except as expressly amended and supplemented herein, the Contract shall remain in full force and effect, and the parties hereby ratify and confirm the terms and conditions thereof. IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Contract and have caused their duly authorized representatives to execute this Contract.

Contractor: Contractor: Linn County Board of Supervisors for the Linn County Child Development Center	Board: Linn County Early Childhood Iowa
Signature of Authorized Representative:	Signature of Authorized Representative:

Printed Name:	Printed Name:
Title:	Title: Chair
Date:	Date:
Federal Tax Id #:	
Certificate of Insurance attached ☐	

FY 22 LINN COUNTY EARLY CHILDHOOD IOWA BOARD CONTRACT- **Renew and Amend**

Fund: School Ready General

This Contract Renew and Amend is between the Linn County Early Childhood Iowa (ECI) Board and **Linn County Board of Supervisors on behalf of the Family Transformation Services for the Nurturing Parent Program (NPP)**. Intent is to provide **long term** home visitation Family Support services to Linn County families with children under the age of six that meet the eligibility criteria of the State Early Childhood Iowa Tool FF.

SECTION 1. IDENTITY OF THE PARTIES.

- 1.1** The **Linn County Early Childhood Iowa Board** ("Board") is authorized to enter into this Contract. The Board's address is: 1240 26th Avenue Ct SW, Cedar Rapids, IA 52404.
Contact Person: ECI Coordinator Phone: 319-892-5729
- 1.2** **Linn County Board of Supervisors**, ("Contractor") is organized under the laws of the state of Iowa and authorized to do business in the state of Iowa. The Contractor's address is: 935 2nd Street SW, Cedar Rapids, Iowa 52404.
Designated Contact Person: Gloria Witzberger Phone: #319-892-5723

SECTION 2. DURATION OF CONTRACT- **Renewal**

The term of this Contract shall be **July 1, 2021 through June 30, 2022** unless terminated earlier in accordance with the Termination section of this Contract.

SECTION 3. SCOPE OF SERVICES.

3.1 Amendment to Deliverables:

3.1.9 Delete and replace with: Perform all checks as required pursuant to the Criminal history and Child abuse record checks procedure set forth in Iowa Code. Direct service family support professionals and supervisors who join the Program after the contract begins may **not** provide any services for the Provider pursuant to the Contract before the requisite criminal and background checks have been completed unless they are accompanied by other staff that has completed acceptable checks.

3.1.13 Delete and replace with: May offer Family Support Supervisor Certification, for relevant staff, thru U of I National Resource Center for Family Centered Practice.

<https://clas.uiowa.edu/nrcfcp/training-schedule-and-registration>

3.1.14 Delete and replace with: Family Support Professionals who provide direct services to families as part of their ECI funded duties, will satisfactorily pass the National Certification Exam – Iowa, by January 1, 2022 or within one year of hired date if hired after January 1, 2021.

For specifics visit the implementation guidelines located on the Iowa Public Health Department website:

https://www.idph.iowa.gov/Portals/1/userfiles/80/National%20Certification%20Exam%20Implementation%20Guide%20Iowa%20-%20204_21.pdf

3.1.17 Delete and replace with: Ensure program and client compliance with content in current state ECI Family Support & Parent Education Tool FF @ <https://earlychildhood.iowa.gov/toolkit-tools>

Amended FY 22 Program Operational Deliverables to replace FY 20-21:

- 3.1.19** a) **Primary Strategy:** Pilot project to provide in-home services with a family stability focus to improve economic self-sufficiency, safe housing, concrete community connections, and completion of family goals.
- b) **Secondary Strategies:** i). Provide Service Coordination that goes beyond making referrals to include purposeful integration between relevant community resources. Involvement with My Care Community is strongly encouraged. ii). Identify and implement a quantifiable Risk Assessment tool to establish dosage and discharge criterion. iii). Provide parental knowledge and skills in child development, parent-child attachments using NPP curriculum. iv). Participate in ECI pilot project networking meetings.
- c) Target Audience: Enrolled (as of 7.31.20) Horizons' families, current NPP clients that quantitatively demonstrate need for long-term services, limited-English proficiency families,

and/or families with identified mental health needs, that have child prenatal thru age five. ECI home visitation services are prevention based- see 3.1.15. 75% of families must meet state required criterion in Tool FF.

d) Staffing: Provide at least the # of hours of direct staff time as per approved budget. Minimum education requirement for Program Supervisor is Bachelors in Human Services or related field with experience and for Family Support Worker a Bachelor or Master in Human Services or related field or Associate in Human Services with experience.

e) Dosage/Intensity: Provide visit twice per month, over a period of at least 1-year. Intent is that visits are to be 90-minutes and include parent-child interaction as consistent with model implemented. Alternative location or use of video conferencing technology may be used if there is a safety concern in the home. The use of telephone talk or text to communicate with the family can supplement services but is not treated as a home visit.

f) Hours of Operation: Services to be provided Mon-Friday, 7:30 am-8:00 pm and Sat 8:00-Noon, or by special arrangement. Coordinator contacts client within five (5) business days of service request to assess eligibility and gather relevant information on family concerns. The intent is for the first home visit to occur within fourteen business days of contact.

g) Developmental Screen: All age eligible children enrolled shall be screened for developmental progress using the Ages and Stages Questionnaire 3rd edition. Screening may be completed by parents, another provider or the home visiting program staff. Ask 100% of families if child has received a hearing, vision, and dental screen. Provide referrals for additional services as needed. ASQ-3 screening results shall be entered into DAISEY.

h) DAISEY: Participate in state administered internet-based data collection system (e.g. DAISEY) using Life Skills Progression (LSP) family assessment, related trainings, and meet reporting deadlines.

i) Strive to ensure that families are not dually enrolled in another state funded family support program that unnecessarily duplicates services.

j) Ensure staff has access to required Nurturing Parenting Program training.

k) If Contractor encounters difficulty which threatens to impact Deliverables the Contractor shall use its best efforts to directly provide alternate, and to the extent possible, comparable performance. In this event the Contractor must provide notice to the Board in writing of the need to provide an alternative or comparable service.

3.2 Amended FY 22 Performance Measures to replace FY 20-21:

State Performance Measure Goals

3.2.1 # of unduplicated families enrolled in services: **25**

3.2.2 # of home (or approved COVID format) visits completed: **500**

3.2.3 % of staff that earn the Family Support Direct Service Professional National Certificate by the state deadline (YE): **100%**

3.2.4 % of age eligible children screened with ASQ-3 for developmental delays and had their results reported into DAISEY: **90%**

3.2.5 % of newly enrolled families (after July 1) that meet one or more of ECI eligibility criteria: **80%**
a. HH Income at or below 200% Federal Poverty Level
b. Parent with high school diploma or less
c. Children (0-5 yrs) with IFSP or IEP

3.2.6 Of families that complete both a Pre and Post PFS family assessment:

***75%** Improve/maintain healthy functioning, problem solving and communication.

***75% Increase** or maintain social supports.

***75%** Are connected to additional concrete supports.

***75%** Increase their knowledge about child development and parenting.

***75%** Improve nurturing and attachment with their children.

3.2.7 Report on all State Performance Measures (Tool P).

Local Data

3.2.8: Report on local measures identified in Progress Report.

3.3 Amended Monitor and Review Clause to replace FY 20-21:

3.3.1 Progress Report Requirements (no change)

The Contractor shall submit Quarterly Performance Reports, on the form provided by Early Childhood Iowa, via e-mail to designated ECI Staff. Quarterly Reports due dates are:

- **Oct 15th, Jan 15th, April 15th, July 19th for 4th Qtr.**

3.3.2 The Board and/or appointed Committee will monitor the performance of the Contractor quarterly to ensure compliance with Section 3. A Contract Compliance Review will occur as per Policy 9.4 in the ECI Board Policy and Procedure Manual. The Contractor shall meet with the Board or Early Childhood Iowa staff, participate in Contract Compliance Reviews and make files available for review upon request.

3.4 Amendment to Fiscal Requirements: NA

3.5 Amendment to Non-Exclusive Rights: NA

SECTION 4. COMPENSATION.

4.1 Amendment to Pricing: The Payment amount for FY 22 is updated to read:

The Contractor will be paid for actual expenses in support of the approved Deliverables not to exceed \$83,147 in School Ready General.

4.2 Amendment to Payment Clause: NA

4.3 Delay of Payment Due to Contractor's Failure: NA

SECTION 5. Amendment to TERMINATION: NA

SECTION 6. Amendment to CONFIDENTIAL INFORMATION: NA

SECTION 7. Amendment to INDEMNIFICATION: NA

SECTION 8. Amendment to INSURANCE: NA

SECTION 9. Amendment to INTELLECTUAL PROPERTY, PATENT AND COPYRIGHT: NA

SECTION 10. Amendment to CONTRACT ADMINISTRATION: NA

CONTRACT EXECUTION.

Except as expressly amended and supplemented herein, the Contract shall remain in full force and effect, and the parties hereby ratify and confirm the terms and conditions thereof. IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Contract and have caused their duly authorized representatives to execute this Contract.

Contractor: Linn County Board of Supervisors for the NPP Long Term Home Visitation	Board: Linn County Early Childhood Iowa
Signature of Authorized Representative:	Signature of Authorized Representative:
Printed Name:	Printed Name:
Title:	Title: Chair
Date:	Date:
Federal Tax Id #:	
Certificate of Insurance attached ☐	
Assurance of Criminal/Child abuse record check attached ☐	

FY 22 LINN COUNTY EARLY CHILDHOOD IOWA BOARD CONTRACT- **Renew and Amend**

Fund: School Ready General

This Contract Renew and Amend is between the Linn County Early Childhood Iowa (ECI) Board and Linn County Board of Supervisors on behalf of the Family Transformation Services for the **Nurturing Parent Program (NPP)**. Intent is to provide high quality **short term home visitation Family Support** services to Linn County families with children under the age of six that meet the eligibility criteria of the State Early Childhood Iowa Tool FF.

SECTION 1. IDENTITY OF THE PARTIES.

- 1.1** The **Linn County Early Childhood Iowa Board** ("Board") is authorized to enter into this Contract. The Board's address is: 1240 26th Avenue Ct SW, Cedar Rapids, IA 52404.
Contact Person: ECI Coordinator Phone: 319-892-5729
- 1.2** **Linn County Board of Supervisors**, ("Contractor") is organized under the laws of the state of Iowa and authorized to do business in the state of Iowa. The Contractor's address is: 935 2nd Street SW, Cedar Rapids, Iowa 52404.
Designated Contact Person: Gloria Witzberger Phone: #319-892-5723

SECTION 2. DURATION OF CONTRACT- **Renewal**

The term of this Contract shall be **July 1, 2021 through June 30, 2022** unless terminated earlier in accordance with the Termination section of this Contract.

SECTION 3. SCOPE OF SERVICES.

3.1 Amendment to Deliverables:

3.1.9 Delete and replace with: Perform all checks as required pursuant to the Criminal history and Child abuse record checks procedure set forth in Iowa Code. Direct service family support professionals and supervisors who join the Program after the contract begins may **not** provide any services for the Provider pursuant to the Contract before the requisite criminal and background checks have been completed unless they are accompanied by other staff that has completed acceptable checks.

3.1.13 Delete and replace with: May offer Family Support Supervisor Certification, for relevant staff, thru U of I National Resource Center for Family Centered Practice.

<https://clas.uiowa.edu/nrcfcp/training-schedule-and-registration>

3.1.14 Delete and replace with: Family Support Professionals who provide direct services to families as part of their ECI funded duties, will satisfactorily pass the National Certification Exam – Iowa, by January 1, 2022 or within one year of hired date if hired after January 1, 2021.

For specifics visit the implementation guidelines located on the Iowa Public Health Department website:

https://www.idph.iowa.gov/Portals/1/userfiles/80/National%20Certification%20Exam%20Implementation%20Guide%20Iowa%20-%20204_21.pdf

3.1.17 Delete and replace with: Ensure program and client compliance with content in current state ECI Family Support & Parent Education Tool FF @ <https://earlychildhood.iowa.gov/toolkit-tools>

Amended FY 22 Program Operational Deliverables to replace FY 20-21:

- 3.1.18 a) Primary Strategy:** Provide in-home services to At-Risk families in order to primarily increase Parental Knowledge on topics such as child development milestones, positive parenting techniques, effective family communication and the importance of high quality early learning.
- b) Secondary Strategies:** i). Coordinate or partner with another entity to increase parent connections through networking, technology supports and/or group activities for At-Risk families in order to reduce social isolation & increase informal support systems. ii). Provide incentives or transportation supports to At-Risk families in order to increase their attendance at scheduled child and maternal Health appointments. iii). Provide services to improve family stability of At-Risk families through economic self-sufficiency, safe housing, family goals and concrete community connections. iv). Support efforts to ensure Program staff and materials

used reflect the cultural, linguistic, geographic, racial and ethnic diversity of the population served.

c) Staff: Provide at least the # of hours of direct staff time as per approved budget. Minimum education requirement for Program Supervisor is Bachelors in Human Services or related field with experience and for Family Support Worker a Bachelor or Master in Human Services or related field or Associate in Human Services with experience.

d) Short Term Home Visitation: Provide In-Home face-to-face visit dosage for minimum of 60 minutes, at least twice per month, over a period of less than a year. Visits are to include parent-child interaction as consistent with model implemented. Alternative location may be used if there is a safety concern in the home.

e) Services to be provided Mon-Friday, 7:30 am-8:00 pm and Sat 8:00-Noon, or by special arrangement. Coordinator contacts client within three (3) business days of service request to assess eligibility and gather relevant information on family concerns. The intent is for the first home visit to occur within fourteen business days of contact.

f) Services to include but not be limited to providing child development and parenting skills using Nurturing Parenting Curriculum, initial assessment and development of Family Service Plan, observation of parenting skills, and access to informational library, referrals and connection to community resources. During each home visit at least one family Service Plan topic is identified, shared and/or reviewed. Parent connections with community groups, events and peers is to be supported.

g) Target Audience: Emphasis on serving Linn County families under 200% FPL, or parents with high school diploma or less, or child with current Iowa Family Support Plan or Individualized Education Plan. Other targets are rural residents, parents with depression, teen parents, limited English proficiency, single parent Household and parents with an intellectual challenge impacting parenting skills.

h) Ask 100% of families if child has received a hearing, vision, dental and ASQ developmental screen. Contractor will provide or coordinate Ages & Stages developmental screening for children not already involved with Early Access and whose parents consent to the screen. Provide referrals for additional services as needed.

i) Participate in state administered internet-based data collection system (e.g. DAISEY), using state-identified family assessment, related trainings and meet reporting deadlines.

j) Ensure that iPad or related technology purchased with ECI funds is used for DAISEY data input, enhancement of family visit services and that it is properly secured and maintained.

k) Strive to ensure that families are not dually enrolled in another state funded family support program that unnecessarily duplicates services.

l) Ensure staff has access to required Nurturing Parenting Program training.

m) If Contractor encounters difficulty which threatens to impact Deliverables the Contractor shall use its best efforts to directly provide alternate, and to the extent possible, comparable performance. In this event the Contractor must provide notice to the Board in writing of the need to provide an alternative or comparable service.

3.2 Amended FY 22 Performance Measures to replace FY 20-21:

State Performance Measure Goals

3.2.1 # of unduplicated families enrolled in services: **80**

3.2.2 # of home (or approved COVID format) visits completed: **825**

3.2.3 % of staff that earn the Family Support Direct Service Professional National Certificate by the state deadline (YE): **100%**

3.2.4 % of age eligible children screened with ASQ-3 for developmental delays: **90%**

3.2.5 % of newly enrolled families (after July 1) that meet one or more of ECI eligibility criteria: **80%**

a. HH Income at or below 200% Federal Poverty Level

b. Parent with high school diploma or less

c. Children (0-5 yrs) with IFSP or IEP

3.2.6 Of families that complete both a Pre and Post PFS family assessment:

- *70% Improve/maintain healthy functioning, problem solving and communication.
- *80% Increase or maintain social supports.
- *70% Are connected to additional concrete supports.
- *75% Increase their knowledge about child development and parenting.
- *75% Improve nurturing and attachment with their children.

3.2.7 Report on all State Performance Measures (Tool P).

Local Data

3.2.8: Report on local measures identified in Progress Report.

3.3 Amended Monitor and Review Clause to replace FY 20-21:

3.3.1 Progress Report Requirements (no change)

The Contractor shall submit Quarterly Performance Reports, on the form provided by Early Childhood Iowa, via e-mail to designated ECI Staff. Quarterly Reports due dates are:

- **Oct 15th, Jan 15th, April 15th, July 19th for 4th Qtr.**

3.3.2 The Board and/or appointed Committee will monitor the performance of the Contractor quarterly to ensure compliance with Section 3. A Contract Compliance Review will occur as per Policy 9.4 in the ECI Board Policy and Procedure Manual. The Contractor shall meet with the Board or Early Childhood Iowa staff, participate in Contract Compliance Reviews and make files available for review upon request.

3.4 Amendment to Fiscal Requirements: NA

3.5 Amendment to Non-Exclusive Rights: NA

SECTION 4. COMPENSATION.

4.1 Amendment to Pricing: The Payment amount for FY 22 is updated to read:

The Contractor will be paid for actual expenses in support of the approved Deliverables not to exceed \$109,148 in School Ready General.

4.2 Amendment to Payment Clause: NA

4.3 Delay of Payment Due to Contractor's Failure: NA

SECTION 5. Amendment to TERMINATION: NA

SECTION 6. Amendment to CONFIDENTIAL INFORMATION: NA

SECTION 7. Amendment to INDEMNIFICATION: NA

SECTION 8. Amendment to INSURANCE: NA

SECTION 9. Amendment to INTELLECTUAL PROPERTY, PATENT AND COPYRIGHT: NA

SECTION 10. Amendment to CONTRACT ADMINISTRATION: NA

CONTRACT EXECUTION.

Except as expressly amended and supplemented herein, the Contract shall remain in full force and effect, and the parties hereby ratify and confirm the terms and conditions thereof. IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Contract and have caused their duly authorized representatives to execute this Contract.

Contractor: Linn County Board of Supervisors for the NPP Short Term Home Visitation	Board: Linn County Early Childhood Iowa
Signature of Authorized Representative:	Signature of Authorized Representative:
Printed Name:	Printed Name:

Title:	Title: Chair
Date:	Date:
Federal Tax Id #:	
Certificate of Insurance attached ☐	
Assurance of Criminal/Child abuse record check attached ☐	

Linn County Early Childhood Iowa FY 22 Fiscal Agent Agreement Renewal

This agreement is between the Linn County Early Childhood Iowa Board, hereafter referred to as LOCAL BOARD, and Linn County Board of Supervisors on behalf of Linn County Community Services hereafter referred to as the Fiscal Agent.

I. Purpose of Agreement

The LOCAL BOARD has been designated an Early Childhood Iowa area within the geographical area it serves and has received a grant of state funds not to exceed **\$1,183,721.00** for School Ready Children Services, and a grant of state funds not to exceed **\$383,321.00** for an Early Childhood Program (hereinafter referred to jointly as EARLY CHILDHOOD IOWA funds) for state fiscal year **2022**.

Pursuant to Iowa Code Chapter 256I the LOCAL BOARD is required to designate a public entity as a fiscal agent to administer grant funds. Linn County Community Services is designated as the Fiscal Agent for the LOCAL BOARD.

II. Duration of Agreement

This agreement shall become effective on **July 1, 2021**. This agreement shall remain in effect until **June 30, 2022**, with annual renewal option or may be terminated earlier according to the provisions herein. This agreement may be renewed or extended by the mutual written agreement of the parties in the form of an amendment specifying the new agreement period and the amount of funds available to the LOCAL BOARD for the new agreement period. All other terms of the agreement shall remain in effect unless otherwise specifically amended.

III. Responsibilities of Fiscal Agent

The Fiscal Agent shall provide the following services for each of the two separate funds for which it is acting as fiscal agent:

- A.** Deposit EARLY CHILDHOOD IOWA funds into accounts in accordance with Iowa Code Chapter 12C and the Cash Management Improvement Act, 31 U.S.C. §6501 et seq.
- B.** Issue payments from the Early Childhood Iowa grant account as directed by authorized LOCAL BOARD personnel. Payments shall be issued to the individual, vendor, business, or other entity identified by the LOCAL BOARD, in the amount specified, and to the address provided by the LOCAL BOARD. Payments shall be issued as directed, within **30 business days** from the date the Fiscal Agent receives written notification from authorized LOCAL BOARD personnel.
- C.** Be responsible for any costs charged by the financial institution for maintaining the Early Childhood Iowa grant accounts or accounts containing EARLY CHILDHOOD IOWA grant funds. The Fiscal Agent shall ensure that any such costs are reduced or offset to the extent possible through earnings credits offered by the financial institution.
- D.** Be responsible for completing and submitting any 1099 reports as required by federal or state law or regulation.
- E.** Maintain separate accounting records for School Ready Children Services and Early Childhood Program funds that at a minimum include the following:
 - 1.** For each School Ready Children Services grant payment and for each Early Childhood Program grant payment made as directed by the LOCAL BOARD:
 - a.** The date written notification/authorization was received from the Local Board.
 - b.** The name of the authorized LOCAL BOARD staff authorizing the payment.
 - c.** The name and mailing address of the payee.
 - d.** The amount of the payment.
 - e.** The check number or other unique identification of the payment.

- f. The date the payment was mailed or hand-delivered to the payee.
 - g. The date the payment is cleared or paid out of the EARLY CHILDHOOD IOWA grant account or account containing EARLY CHILDHOOD IOWA grant funds.
 - h. The date of any stop payment requested by the Fiscal Agent and the reason.
- 2. Running balances for each fund which include:
 - a. The cumulative amount of payments authorized by the LOCAL BOARD.
 - b. The cumulative amount of payments issued.
 - c. Available Early Childhood Iowa grant funds that are not encumbered or otherwise allocated for payments made but not yet cashed.
- F. Provide for, account for and deposit the amount of any monthly bank costs for maintaining the EARLY CHILDHOOD IOWA fund account or proportion of such costs attributable to that portion of an account constituting EARLY CHILDHOOD IOWA grant funds, and the amount of any monthly interest earned for the EARLY CHILDHOOD IOWA fund account or proportion of such earnings attributable to that portion of an account constituting EARLY CHILDHOOD IOWA grant funds into the appropriate ECI fund account.
- G. Submit monthly expenditure reports within **30 business days** from the end of the prior month to the LOCAL BOARD. Reports shall be submitted in a format agreed to by the LOCAL BOARD and the Fiscal Agent, and shall include as much of the information as the Fiscal Agent is required to maintain as described in this section as the LOCAL BOARD may request, and as is necessary to reconcile the records of the LOCAL BOARD with the records of the Fiscal Agent.
- H. Submit a report within **30 business days** from the end of the agreement period, or such earlier date as the agreement may be terminated, to the LOCAL BOARD. The report shall be submitted in a format agreed to by the LOCAL BOARD and the Fiscal Agent, and shall include as much of the information as the Fiscal Agent is required to maintain as described in this section and as the LOCAL BOARD may request, and as is necessary to reconcile the records of the LOCAL BOARD with the records of the Fiscal Agent.
- I. Iowa Administrative Code Chapter 541.9 requires an audit, conducted by an independent agency, of the EARLY CHILDHOOD IOWA funds managed by area boards. "Audit" means a financial review by area boards of EARLY CHILDHOOD IOWA funds. Area boards that receive over \$500,000 in federal funds from all funding sources shall complete a full audit of the funds. Area boards that do not receive over \$500,000 in federal funds from all funding sources, may complete a full audit or coordinate with the fiscal agent's financial review to conduct the state board approved agreed-upon procedures. Requirements are found in the ECI on-line toolkit, Tool UU.
- J. Provide services in section III at **no cost** to the LOCAL BOARD.
- K. Return unexpended EARLY CHILDHOOD IOWA grant funds, and accrued interest as may be required by law, to the LOCAL BOARD if this agreement is terminated or if EARLY CHILDHOOD IOWA GRANT funds remain in an account held by the Fiscal Agent at the end of the agreement period, unless the agreement is renewed or extended as provided for herein.
- L. If this agreement is renewed or extended any unexpended EARLY CHILDHOOD IOWA grant funds remaining in an account held by the Fiscal Agent at the end of the current agreement period shall be retained by the Fiscal Agent for use in the next agreement period.
- M. **Additional Local Requirements:**
 - a) Provide detailed Monthly Control sheet for Finance Committee, Board and ECI Director's review at their regularly scheduled meetings. Control sheets to include but not be limited to the following:
 - Program and Administrative Budget per Funding Source
 - Program and Administrative Budget by their Line-Item Category
 - School Ready-funded program expenditures by Category

Program and Administrative-specific information on Claims pending, Claims Paid, Budget Balance and % Expended

Interest tracked per Funding source and stipulated category

Balance Life to Date to project possible carry-forward

- b) Reconcile monthly cash expenditure report from the Auditor's office with the ECI Board's Monthly Control sheet.
- c) Provide financial data to the ECI Director for completion of Financial Reports required by the State ECI office. Data is to be provided to the ECI staff to enable staff to complete the report in the format required by the state by the deadlines.
- d) Provide Advance payment to Programs only when directed by the Board.
- e) Assist ECI staff with all relevant aspects of the Agreed-Upon-Procedures process.
- f) Review the draft ECI Annual Report Financials prepared by Linn County ECI staff, provide edits as necessary and then sign final document if in agreement with content

IV. Responsibilities of LOCAL BOARD

The LOCAL BOARD shall have the following responsibilities:

- A. Advise the Fiscal Agent in writing of the identity of LOCAL BOARD personnel authorized to approve and submit payment requests for EARLY CHILDHOOD IOWA grant funds to the Fiscal Agent and to receive and review expenditure and other reports from the Fiscal Agent as required herein.
- B. Determine the amount and payee for any payment to be made from EARLY CHILDHOOD IOWA grant funds.
- C. Authorized staff shall submit a dated written authorization to the Fiscal Agent to make payments for EARLY CHILDHOOD IOWA grant funds approved by the LOCAL BOARD, which authorization shall designate whether payment should be made from the School Ready Children Services account or the Early Childhood Program account.
- D. Maintain separate accounting records for each School Ready Children Services payment and for each Early Childhood Program payment authorized to be paid by the Fiscal Agent that at a minimum include the following:
 - 1. The date written notification/authorization was submitted to the Fiscal Agent.
 - 2. The name of the authorized LOCAL BOARD member authorizing the payment.
 - 3. The name and mailing address of the payee.
 - 4. The amount of the payment.
- E. Review at scheduled Board meeting the monthly expenditure report summary submitted by the Fiscal Agent and reconcile with the records maintained by the LOCAL BOARD. The LOCAL BOARD and Fiscal Agent shall work together to resolve any discrepancies and take any necessary corrective action.
- F. Review the report submitted by the Fiscal Agent at the end of the agreement period or other termination of the agreement and reconcile with the records maintained by the LOCAL BOARD. The LOCAL BOARD and Fiscal Agent shall work together to resolve any discrepancies and take any necessary corrective action.
- G. Any EARLY CHILDHOOD IOWA GRANT funds allocated to the LOCAL BOARD remaining unexpended at the end of the state fiscal year shall be retained for use in the next state fiscal year and shall be treated as an advance of the EARLY CHILDHOOD IOWA grant funds allocated to the LOCAL BOARD for the next state fiscal year.

V. General Provisions

- A. Agreement Amendment - The agreement shall be amended only upon written agreement of both parties.

- B. Renegotiation Clause.** In the event there is a revision of Federal regulations, state laws, or administrative rules and this agreement no longer conforms to those regulations, laws, or rules, all parties will review the agreement and renegotiate those items necessary to conform with the new regulations, laws, or rules.
- C. Termination of Agreement**
1. For Cause. Causes for termination during the period of the agreement are:
 - a. Failure of the Fiscal Agent to complete or submit required report.
 - b. Failure of the Fiscal Agent to make financial and statistical records available for review by the Board or other authorized party.
 - c. Failure of the Fiscal Agent to abide by the terms of this agreement.If one of the above occurs, the LOCAL BOARD shall provide written notice to the Fiscal Agent requesting that the noncompliance be remedied immediately. In the event that the noncompliance continues fifteen (15) days beyond the date of the written notice, the LOCAL BOARD may either immediately terminate the agreement without additional notice, or enforce the terms and conditions of the agreement and seek any legal or equitable remedies.
 2. Across the board reductions. Any across the board reductions in State appropriations shall apply to this agreement. Should the LOCAL BOARD determine that the across the board reduction will affect this agreement, any funds allocated to the project and deposited with the Fiscal Agent will be adjusted pursuant to the reduction. The LOCAL BOARD shall provide the Fiscal Agent reasonable written notice before any across the board reduction is put in place. During the notice period, the parties will meet and attempt in good faith to agree upon changes to this agreement to address such reduction.
 3. State reorganization plan. The LOCAL BOARD shall have the right to terminate this agreement, by giving the Fiscal Agent reasonable written notice, in the event the LOCAL BOARD is altered by legislative mandate or by direction of the State of Iowa or federal government.
 4. Legislative reorganization. The Fiscal Agent expressly acknowledges that the program delivered pursuant to this agreement is subject to Legislative change by either the federal or state governments. Should either legislative body enact measures which alter the program, the Fiscal Agent shall not hold the LOCAL BOARD liable in any manner for the resulting changes. The LOCAL BOARD shall provide reasonable written notice to the Fiscal Agent of any such legislative change. The parties will meet and attempt in good faith to agree upon changes to this agreement to address such reorganization.
 5. Upon notice. Either party may terminate this agreement by providing 30 days written notice to the other party.
- D. Confidentiality** - The Fiscal Agent shall comply with all applicable federal and state laws and regulations on confidentiality.
- E. Statement Regarding Meeting All Federal and State Requirements** - The Fiscal Agent shall be in compliance with all applicable federal and state laws, rules, and regulations.
- F. Records Retention** - The Fiscal Agent shall maintain records that document the validity of reports submitted to the LOCAL BOARD. The Fiscal Agent shall retain all books, records, or other documents relevant to this agreement for a period of five (5) years after this agreement is no longer in effect after final payment, or until final audit findings have been resolved, whichever is later.
- G. Review of Contract Related Documentation** - Upon request, the Fiscal Agent shall allow authorized representatives of the LOCAL BOARD or state or federal agencies to have access to the records as is necessary to confirm compliance with the specifications of this agreement. Reviews may include off-site or on-site visits to the Fiscal Agent, the Fiscal Agent's central accounting office, the offices of the Fiscal Agent's agents, a combination of these, or by mutual decision, to other locations.

- H. Federal Lobbying Requirements - In accordance with the requirements under 34 CFR 82, "New Restrictions on Lobbying," the Fiscal Agent shall comply with the restrictions on lobbying requirements. The Fiscal Agent certifies, to the best of his or her knowledge and belief, that:

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

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of the Congress, or an employee of a Member of Congress in connection with this Contract, grant, loan, or cooperative agreement, the applicant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

I. Certification Regarding Drug Free Workplace

Requirements for contractors who are not individuals. If Contractor is not an individual, by signing below Contractor agrees to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The person's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations;
3. Making it a requirement that each employee to be engaged in the performance of such contract be given a copy of the statement required by subparagraph 1;
4. Notifying the employee in the statement required by subparagraph 1, that as a condition of employment on such contract, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
5. Notifying the contracting agency within 10 days after receiving notice under subparagraph 4b from an employee or otherwise receiving actual notice of such conviction;
6. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by 41 U.S.C. § 703; and
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs 1, 2, 3, 4, 5, and 6.

Requirement for individuals. If Contractor is an individual, by signing below Contractor agrees to not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

Notification Requirement. Contractor shall, within 30 days after receiving notice from an employee of a conviction pursuant to 41 U.S.C. § 701(a)(1)(D)(ii) or 41 U.S.C. § 702(a)(1)(D)(ii):

1. Take appropriate personnel action against such employee up to and including termination; or
2. Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

- J. Debarment, Suspension, And Other Responsibility Matter Requirements** - In accordance with the requirements under 34 CFR 85, "Government-wide Debarment and Suspension (Nonprocurement)," the Fiscal Agent shall comply with the debarment and suspension requirements. The Fiscal Agent agrees, to the best of its knowledge and belief, that it and its subcontractors:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated above; and

Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

- K. Environmental Tobacco Smoke Requirements** - The Contractor shall comply with the requirements of Public Law 103-227, Part C. Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). The Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through States, local governments, by Federal grant, contract, loan, or loan guarantee. The Contractors will require that the language of this certification be included in any Contracts which contain provisions for children's services and that all sub-contractors shall certify accordingly.

Contractor: Linn County Board of Supervisors	Board: Linn County Early Childhood Iowa
Signature of Authorized Representative:	Signature of Authorized Representative:
Printed Name:	Printed Name: Tricia Kitzmann
Title:	Title: Chair
Date:	Date:

ECI Fiscal Agent Contact information:

Staci Meade, LCCS Financial Management Director
Community Services Building, 1240 26th Avenue Court SW, Cedar Rapids IA 52404
319-892-5607



Replacement Schedule A to Master Services Agreement (the “MSA”) between Health Solutions, LLC (“HS”) and Linn County (“Client”)

This Replacement Schedule A is dated April 12, 2021 by and between HS and Client and replaces the prior Schedule A.

Except as set out in the attached Replacement Schedule A, the terms of the MSA shall remain in full force and effect.

Agreed to as of the date set out above.

HEALTH SOLUTIONS, LLC

By: _____

Title: _____

550 Second Street SE, Suite 402
Cedar Rapids, IA 52401

Linn County

By: _____

Title: _____

925 2nd Street SW
Cedar Rapids, IA 52404



Schedule A

PROGRAM STRATEGY AND ONGOING MANAGEMENT			
Service	Description	Price	Program Scope
Professional Services	Program Design and Deployment - Wellness consulting and solution architecture, including advice on how to design and implement health coaching to drive behavior change. - Multi-year program design including strategies to maximize participation and engagement and how best to allocate budget to effectively meet program objectives. - Compliance with ACA, GINA, HIPAA, ADA and EEOC rules. - Personalized participant communication templates and digital deployment of communication and engagement materials. - Annual virtual workshop to review and refine program design and establish annual success metrics for next program cycle.	\$6,500 Per Year Note: Billed upon signing of the MSA or renewal date	Required
	Program Tracking, Reporting and Management - Dedicated Client Success Manager to serve as primary point of contact for ensuring objectives are defined and measured throughout the program cycle. - Monthly tracking and reporting of success metrics, schedule and budget. - Monthly incentive management reporting. - Annual health screening report. - Appeals and Reasonable Alternative management.		
Health Promotion	Level 1 Health Promotion Package Includes: - Menu of Health Promotion Initiatives - Dedicated Health Promotion Specialist for inbound support to access health promotion initiatives and advice - Pre-recorded Educational Seminars/Webinars - Communication templates to promote events and challenges - Wellness newsletter template	\$3,000 Per Year	☐ Include ☒ Exclude
	Level 2 Health Promotion Package Includes Level 1 Plus: Dedicated Health Promotion Specialist for monthly health promotion consulting	\$6,000 Per Year	☐ Include ☒ Exclude
	Level 3 Health Promotion Package Includes Level 2 Plus: - Dedicated Health Promotion Specialist for monthly health promotion consulting and deployment of health promotion initiatives - Live virtual/interactive Educational Seminars/Webinars - Tracking and reporting of events and challenges - Communication materials to promote events and challenges - Monthly Wellness Newsletter, can be personalized	\$12,000 Per Year	☒ Include ☐ Exclude

WELLNELYTICS™			
Service	Description	Price	Program Scope
Wellnelytics™	Annual Fee Includes: - Coordination with broker and health plan carrier to upload medical and prescription data into Wellnelytics™ platform. - Monthly analysis of medical and prescription data to identify intervention opportunities. - Recommended action based on data analysis. - Ongoing tracking and monitoring to report impact and outcomes.	\$25,000 Per Year	☐ Include ☒ Exclude
	Ad hoc Fee Includes: - Coordination with broker and health plan carrier to upload medical and prescription data into Wellnelytics™ platform. - One-time analysis of medical and prescription data to identify intervention opportunities. - One-time recommended action based on data analysis.	\$3,000 Per Request 2 reports/year	☒ Include ☐ Exclude
Wellnelytics™ Technology Platform and Support	In depth analysis of medical and prescription claim data for self-insured employers. - Intake of medical and prescription claim data from carrier in pre-defined format. - Intake of biometric data in pre-defined format. - Analyze conditions, risk cohorts, and cost drivers. - Identify members for intervention. - Track intervention effectiveness across common cohorts. - Analysis of actual vs. predicted costs	\$1.20 Per Employee Per Month Note: Fee applies once data is loaded to the platform	Required for Wellnelytics™ ☒ Include ☐ Exclude

TECHNOLOGY PLATFORM AND COMMUNICATIONS			
Service	Description	Price	Program Scope
Wellness Program Technology Platform and Support	Basic: Secure, personalized portal that is HIPAA/HITECH compliant and URAC certified. Includes the features and functionality listed below: - Online scheduler - Comprehensive health risk assessment - Integrated Biometric Data - Self-service print/export of personal health data including health risk assessment report - Personal Health Record allows the member to create, store, and manage their personal health information securely in one location - Online Health Library - Decision support tools and Symptom Checker - Coaching Platform – Robust, proprietary platform that supports Health Solutions’ Health and Wellness Coaching and participant goal setting. - Secure messaging portal for communicating sensitive information. - Help Desk Support – Includes phone support for participants needing assistance with technology platform	\$0.80 Per Eligible Participant Per Month Note: Fee applies 30 days prior to go live	Required
	Premium: Includes the features and functionality listed below: - Action Plans, Challenges and Event Deployment and Management - Integration with industry leading wireless activity trackers Note: See Health Promotion Catalog for list of Action Plan, Challenges and Events	\$0.30 Per Eligible Participant Per Month Note: Fee applies 30 days prior to go live	Required for Health Promotion and/or Custom Incentive Program Tracking and/or Required Coaching Program Incentive Designs ☒ Include ☐ Exclude

TECHNOLOGY PLATFORM AND COMMUNICATIONS			
Service	Description	Price	Program Scope
Mailing-Letters	- Intake of mailing recipient list. - Postage and Handling associated with sending out the mailing	\$1.50 Per Envelope	☒ Include ☐ Exclude
Mailing-Postcards	- Intake of mailing recipient list. - Postage and Handling associated with sending out the mailing	\$1.30 Per Postcard	☒ Include ☐ Exclude

RISK ANALYSIS			
Service	Description	Price	Program Scope
Onsite Health Screening	25+ Participants: Venous Collection of blood samples for wellness panel (Total Cholesterol, HDL, LDL, triglycerides, glucose and A1C), blood pressure, weight with body mass index calculation, waist circumference, hip circumference. Information accessible through the participant technology platform. <i>Additional fees may apply:</i> - Event travel (see Travel for Service Delivery) 20% surcharge may apply if outside of standard working hours of 7am-7pm - Event cancellation fees apply for events cancelled within 30 days of first event - Orders requested less than 30 days prior to scheduled screening will incur a surcharge Note: Fingerstick options and fees available upon request.	\$55.00 Per Participant Screened Note: Billed actual or lockdown quantity per event whichever is greater.	☒ Include ☐ Exclude
	9-24 Participants: Venous Collection of blood samples for wellness panel (Total Cholesterol, HDL, LDL, triglycerides, glucose and A1C), blood pressure, weight with body mass index calculation, waist circumference, hip circumference. Information accessible through the participant technology platform. <i>Additional fees may apply:</i> - Event travel (see Travel for Service Delivery) 20% surcharge may apply if outside of standard working hours of 7am-7pm - Event cancellation fees apply for events cancelled within 30 days of first event - Orders requested less than 30 days prior to scheduled screening will incur a surcharge Note: Fingerstick options and fees available upon request.	\$65.00 Per Participant Screened Note: Billed actual or lockdown quantity per event whichever is greater.	☐ Include ☒ Exclude
	Event Setup: Each Screening Event is subject to \$100 per event set-up fee	\$100 Per Screening Event	Required with Onsite Health Screening
In-Home Health Screening	Venous Collection of blood samples for wellness panel (Total Cholesterol, HDL, LDL, triglycerides, glucose and A1C), blood pressure, weight with body mass index calculation, waist circumference, hip circumference. Information accessible through the participant technology platform. <i>Note: Available through scheduled appointment with Health Solutions' lab partner, CoreMedica and should be used for events screening less than 5 participants.</i> <i>Additional fees may apply:</i> - Appointment travel (see Travel for Service Delivery) 20% surcharge may apply if outside of standard working hours of 7am-7pm - Appointment cancellation fees apply for events cancelled within 10 business days of the appointment - Orders requested less than 30 days prior to scheduled screening will incur a surcharge	\$130.00 Per Participant Screened	☐ Include ☒ Exclude
Screening Voucher	- Participant accesses Screening Voucher via wellness platform - No appointment necessary Note: Linn County uses Weland as this option and it is processed as a health form.	\$55.00 Per Participant Screened	☐ Include ☒ Exclude

RISK ANALYSIS			
Service	Description	Price	Program Scope
Cotinine Blood Test	- Cotinine blood serum test for tobacco use - Collected as part of the wellness screening labs	\$20.00 Per test	☐ Include ☒ Exclude
iFOBT	Individual In-Home Colon Cancer Test Kit - Collection device and instruction sheet - Package and return shipping materials	\$30.00 Per test	☐ Include ☒ Exclude
PSA Blood Test	PSA blood screening for males age 50 and older	\$20.00 Per test	☒ Include ☐ Exclude
Health Form Processing	Biometrics and labs conducted with the participant's medical provider to be submitted to Health Solutions via a health form. Results are accessed through the wellness program technology platform.	\$15.00 Per Health Form	☒ Include ☐ Exclude
Health Risk Assessment (HRA) Processing	Processing of paper Health Risk Assessment (HRA). Results are accessed through the wellness program technology platform.	\$25.00 Per Submitted paper HRA	☐ Include ☒ Exclude
Risk Journey (Post Risk Analysis)	Up to three attempts to connect and deliver an up to 30-minute, one-time consultation with a Health Solutions health educator to review participant's screening (or health form) results and health risk assessment. <i>Note: Available for high risk members only. Members not at high risk have the option to contact Health Solutions for additional questions without an additional fee. Clients may choose to require Risk Journey post risk analysis for other members based on program design (e.g. moderate risk members).</i>	\$35.00 Per Scheduled Participant	Required with Risk Analysis for High Risk Members & Missing HRAs
On-Demand "Understand your Risk Assessment" Recorded Session	Recorded session by a Health Solutions health educator to review how to interpret screening (or health form) results and health risk assessment report specific to the client's program design and wellness portal. Recording is available on-demand through the participant wellness portal.	\$200.00 Per Recording Note: Linn County will have custom videos	☒ Include ☐ Exclude

PERSONALIZED ADVICE AND BEHAVIOR CHANGE MANAGEMENT			
Service	Description	Price	Program Scope
Intervention Health Coaching	Up to a 30-minute session with members that meet one of the following: - Diagnosed chronic conditions that are not well controlled (hypertension, heart disease or heart disease risk equivalent, high cholesterol, diabetes) - Critical health screening results (blood pressure, cholesterol, A1c or fasting blood sugar) - Identified as high risk in Wellnelytics™ (e.g. additional chronic conditions, gaps in care, current and/or future high spender, at risk for inpatient/emergency department) Intervention delivered by Health Solutions Care Team, led by Clinical Pharmacist. Twelve sessions per program, delivered monthly. Client can deploy for all identified eligible members or choose to target a cohort/specific criterion/2+ criteria based on program objectives and budget.	\$70.00 Per Enrolled Participant Per Session Note: Coaching quantity locked in for 12 months after enrollment.	☒ Include ☐ Exclude
Eat Well Be Well Coaching	Overview: Proprietary health coaching program with a Health Solutions health coach and registered dietician designed to provide individualized nutrition recommendations and support to meet the participant's health goals through behavior change, specifically focused on weight loss. Program Criteria: Participants with prediabetes, metabolic syndrome, and/or obesity (BMI 30+) Description: Eat Well Be Well is not a one-size fits all program, quick fix or fad diet. The program includes the following: - Completion of a nutrition assessment and questionnaire to gain insight of nutritional background, goals, history with diets, and thoughts/feelings around making changes. - Personalized nutritional recommendations including calorie, carbohydrate, and protein ranges. - Guidance on how to implement the nutrition recommendations to meet lifestyle needs. - Tips for meal planning and grocery shopping. - Support to help participant develop trust with their body and their relationship with food. - Education to understand how to navigate detours. Program includes a total of 15 coaching sessions over the program year; bimonthly sessions for behavior change followed by monthly sessions for ongoing support to manage detours, challenges, and maintenance of health goals.	\$55.00 Per Enrolled Participant Per Session	☒ Include ☐ Exclude
Lifestyle Wellness Coaching	Up to a 30-minute session with members that meet one of the following to provide healthy living education and support for attaining goals. ☐ High health screening results (blood pressure, cholesterol, A1c or fasting blood sugar) ☒ Metabolic Syndrome ☐ High BMI ☐ Tobacco Cessation ☐ Low Risk (Healthy) members Intervention delivered by Health Solutions Wellness Coaches. Twelve sessions per program, delivered weekly or monthly. Client can deploy for all identified eligible members or choose to target a cohort/specific criterion/2+ criteria based on program objectives and budget.	\$35.00 Per Enrolled Participant Per Session	☒ Include ☐ Exclude Note: Please select coaching criteria
Risk Journey (Education)	Outreach Campaign for One Time Educational Consultation. Up to three attempts to connect and deliver an up to 30-minute one-time educational consultation specific to a target audience identified through Risk Analysis or Wellnelytics™.	\$35.00 Per Participant	☐ Include ☒ Exclude
Risk Journey (Advice)	Outreach Campaign for One Time Advice Consultation. Up to three attempts to connect and deliver an up to 30-minute one-time clinical advice consultation delivered by our Clinical Pharmacist specific to a target audience identified through Risk Analysis or Wellnelytics™.	\$70.00 Per Participant	☐ Include ☒ Exclude

TRAVEL FOR SERVICE DELIVERY			
Service	Description	Price	Program Scope
Travel Pass Through	- Travel expenses related to on-site services including mileage, travel labor, lodging, and per diem. - Travel budget estimate will be provided based on elected on-site services.	TBD upon services delivered	Required if travel is 30-mile radius outside Health Solutions Home Office Locations

CUSTOMIZATIONS		
Description	Price	Program Scope
Personalization of Health Solutions programs is included in the Professional Services Fee. Customizations to Health Solutions programs are available upon request and may incur additional fees. Once requirements are defined, Health Solutions will submit a SOW for client to review and approve prior to deploying any customizations.	TBD	Required if program customizations are requested.

CHANGE ORDER FEE			
Service	Description	Price	Program Scope
Change Order Fee(s)	If changes to services are requested once services have been built and are ready for deployment a change order fee will apply for costs associated with implementing the change request.	TBD upon Change Request	You will be notified by your account team if your requested change is subject to a change order fee before any changes are completed.

Billing Schedule

Billing terms for services provided: 15 days from invoice date.

Fee	Invoice Trigger	Invoice Frequency	Billing Method
Professional Services	Upon Agreement Signing or Renewal Date	Annual	In Advance
Health Promotion	Upon Agreement Signing or Renewal Date	Annual	In Advance
Wellnelytics™	Upon Agreement Signing or Renewal Date	Annual	In Advance
Wellnelytics™ Technology Platform and Support	End of Month (begins once data is loaded)	Monthly	In Arrears
Wellness Program Technology Platform and Support	End of Month (begins 30 days prior to go live date)	Monthly	In Arrears
Risk Analysis Services	End of Month	Monthly	In Arrears
Coaching Programs	End of Month	Monthly	In Arrears
Travel Expense	End of Month	Monthly	In Arrears
Customizations	Upon Acceptance of SOW	NA	In Arrears



Statement of Work Addendum to Schedule A of the Master Services Agreement (the “MSA”) between Health Solutions, LLC (“HS”) and Linn County (“Client”)

This Statement of Work is dated April 12, 2021 by and between HS and Client is an addendum to Schedule A of the MSA.

Except as set out in this Statement of Work, the terms of the MSA shall remain in full force and effect.

Description	Cost
Project includes the following: Post-screening Risk Journey: - Up to three attempts to connect and deliver an up to 30-minute, one-time consultation with a Health Solutions health educator to review participant’s screening (or health form) results and health risk assessment. <i>Note: Available for high risk and moderate risk MetS members only. Members not eligible have the option to contact Health Solutions for additional questions without an additional fee by using Learn More.</i>	\$35.00 Per Scheduled Participant
Health Form: - Weland lab data processing will be processed and billed as a health form per participant.	\$15.00 Per Health Form

Cost of project will be invoiced upon signed Statement of Work. Agreed to as of the date set out above.

HEALTH SOLUTIONS, LLC

Linn County

By: _____

By: _____

Title: _____

Title: _____

550 Second Street SE, Suite 402
Cedar Rapids, IA 52401

925 2nd Street SW
Cedar Rapids, IA 52404

MEMORANDUM OF AGREEMENT

WHEREAS, the Linn County Board of Supervisors ("Supervisors") and the Linn County Assessor's Office ("Assessor's Office") are desirous of entering into an agreement formalizing the relationship between the parties concerning the assistance with duties and responsibilities as public employer of employees working in the Assessor's Office, and

WHEREAS, the Supervisors and Assessor's Office are desirous of continuing the efficient and economical discharge of the aforementioned duties and responsibilities to employees working in the Assessor's Office through utilization of the services of the Linn County Human Resources and Risk Management Departments, and

WHEREAS, the Supervisors and the Assessor's Office are desirous of accomplishing the aforementioned objectives while accommodating the existing policies, practices and established working relationships between the parties as well as provisions of the Code of Iowa pertaining to public employees.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The Supervisors and Assessor's Office hereby agree that the Assessor's Office specifically reserves all powers pursuant to Chapter 441, Code of Iowa.
2. The Supervisors and Assessor's Office agree that the Assessor's Office utilize the services of the Linn County Human Resources Department and the Linn County Risk Management Department in the discharge of the duties and responsibilities of a public employer in the state of Iowa as concerns employees working in the Assessor's Office.

3. The Assessor's Office hereby adopts the Linn County employee policies (formerly contained in the Employee Handbook and now housed individually in Policystat), as periodically updated, revised by the Supervisors, and approved by the Assessor's Office for application to employees working in the Assessor's Office in the same manner and to the same extent as said policies are applied to all employees of Linn County, Iowa. Should the Assessor's Office desire changes to said handbook, such changes shall be presented to the HR Director, or Risk Manager, for consideration.

4. The Supervisors hereby acknowledge that the Assessor's Office retains all the duties and authority of a public employer in the State of Iowa concerning all employees working in the Assessor's Office not covered by collective bargaining agreements or represented by any union.

5. The Assessor's Office hereby adopts the Linn County, Iowa, Policies and Procedures for Management, Non-Bargaining and Confidential Personnel Manual, as periodically updated, revised by the Supervisors, and approved for application to all employees working in Linn County covered under this manual, with the exception that where said manual refers to the Linn County Board of Supervisors, the Linn County Assessor's Office shall be substituted. Modifications to said manual may be offered by the Assessor's Office to the HR Director (or Risk Manager if related to a Risk Management policy) on a periodic basis.

6. The term of this agreement shall be one (1) year from the date of its execution by the parties. The agreement shall renew for successive one (1) year terms unless either party provides notice in writing to the other party not less than sixty (60) days prior to expiration of the initial or a successive term of this agreement.

DATED at Cedar Rapids, Linn County, Iowa, this _____ day of _____, 2020.

LINN COUNTY ASSESSOR'S OFFICE

LINN COUNTY, IA BOARD OF SUPERVISORS

Jerry Witt, Assessor

Stacey Walker, Chair, BOS



BOARD OF SUPERVISORS LINN COUNTY, IOWA

Title: Group Insurance Policy		Policy Number: PM-028	
Responsible Department: Human Resources			
Revision No: 1	Revision Date: 05/20/2021	Policy Effective Date: 07/01/2021	Expiration Date: None until next revision
Initial Approval Date: BOS Minutes:		Distribution: PolicyStat	

I. PURPOSE & OBJECTIVES

The purpose of this policy is to summarize the various insurance coverages that the County provides to employees and identify the premium amounts for which employees are responsible. The County believes that comprehensive and affordable insurance coverage is of value to employees and enables the County to effectively recruit applicants and retain current employees. This policy replaces the Group Insurance articles previously found in the non-law enforcement union contracts.

II. SCOPE

This policy is applicable to regularly scheduled full-time and part-time Linn County employees responsible to the Board of Supervisors; employees responsible to an Elected Official, including the Elected Official and his/her deputies; County Assessor's Office, Public Health and Conservation employees; and temporary, seasonal or on-call employees.

III. EXCEPTIONS

Employees covered by the PPME (Deputies and Communication Operators) and IBEW (Sergeants) union contracts. These are law enforcement units and, as such, are still able to negotiate insurance and have insurance articles in their collective bargaining agreements.

IV. DEFINITIONS

None

V. PROVISIONS

The County offers group health, dental, life, short term and long term disability insurance policies to each full-time and qualified continuous part-time employee. A qualified continuous part-time employee is an employee regularly scheduled to work forty (40) hours or more per pay period.

The Employer contribution toward the monthly premiums for each insurance policy will continue so long as the employee works at least three (3) regular work days in the calendar month in which the premium is due. Days worked shall include paid leaves of absence.

The Employer contribution for qualified continuous part-time employees will be reduced to a pro-rated share of the single or family contract rate according to the number of hours worked per week by the qualified continuous part-time employee, i.e., an employee working forty (40) hours per pay period would receive a fifty percent (50%) contribution from the Employer toward the single or family contract.

When an employee separates from County employment for any reasons or is laid off out the door, the coverage from each of the group insurance policies will terminate on the first of the following month after the separation or layoff effective date (assuming the employee has at least three (3) regular work days prior to the layoff or termination date). Any continuation of an insurance policy will be pursuant to applicable state and/or federal laws regarding the continuation of group coverages.

Temporary employees are not covered by the County's group insurance plans and no contribution will be made on their behalf.

1. **Health Insurance** - The Linn County Alliance Select (Preferred Provider) Program with Wellmark Blue Cross and Blue Shield, as provided in the Linn County Employee Health Benefit Plan - Alliance Select (Preferred Provider Program) will include a deductible of **three hundred seventy five dollars (\$375.00)** on the single contract and **seven hundred fifty dollars (\$750.00)** on the family contract. Effective January 1, 2022, the deductible will be four hundred dollars (\$400.00) on the single contract and eight hundred dollars (\$800.00) on the family contract. Effective January 1, 2023, the deductible will be four hundred twenty five dollars (\$425.00) on the single contract and eight hundred twenty five dollars (\$825.00) on the family contract.

The deductible will be waived for covered services received from a physician listed with the Alliance Select Program and if the services are performed in the physician's office. The coinsurance will be paid at 90% by Wellmark Blue Cross and Blue Shield (Wellmark) and 10% by the employee after the deductible has been met (if applicable) and the services are performed by a provider listed with the Alliance Select Program. Payment for prescription drugs covered under the Alliance Select Program will apply toward the deductible and after the deductible is satisfied then paid at 70% by Wellmark and 30% by the employee.

If the services are performed by a provider not listed with the Alliance Select Program, the deductible will apply for all covered services and the coinsurance will be paid at 80% by Wellmark and 20% by the employee.

The out-of-pocket maximum is one thousand seventy five dollars (\$1,075.00) for the single contract and two thousand one hundred fifty dollars (\$2,150.00) for the family contract per calendar year. Effective January 1, 2022, the out-of-pocket maximum will be one thousand one hundred dollars (\$1,100.00) for the single contract and two thousand two hundred dollars (\$2,200.00) for the family contract per calendar year. Effective January 1, 2023, the out-of-pocket maximum will be one thousand one hundred twenty five dollars (\$1,125.00) for the single contract and two thousand two hundred fifty dollars (\$2,250.00) for the family contract per calendar year. After the out-of-pocket maximum has been met, the insurance coverage pays 100% of the remaining covered expenses per calendar year.

2. Effective July 1, 2021, the emergency room co-pay will be one hundred fifty dollars (\$150.00). Effective July 1, 2022, the emergency room co-pay will be two hundred fifty dollars (\$250.00). The emergency room co-pay does not apply toward the deductible but does apply toward the out-of-pocket maximum of the County's Alliance Select Program. The co-pay will be waived if the employee or family member is admitted to the hospital.

Effective July 1, 2021, the employee will pay one hundred dollars (\$100.00) per month toward the single contract premium and two hundred twenty dollars (\$220.00) toward the family contract premium with the Employer paying the balance of the monthly single or family premium. Effective July 1, 2022, the employee will pay one hundred fifty dollars (\$150.00) per month toward the single contract premium and two hundred eighty dollars (\$280.00) toward the family contract premium with the Employer paying the balance of the monthly single or family premium under the County's Alliance Select Program. See Section 4 below for premium discount eligibility in FY23.

3. **Wellness Program** - A payroll credit of one hundred fifty dollars (\$150.00) will be provided on a fiscal year basis to employees who participate in the County's health screening risk assessment. The health screening risk assessment can be met by 1) participating in an annual onsite health screening, 2) submitting a Health Form from an annual physical, or 3) by having blood work done through Weland Labs. In addition, employees who participate in the County's health screening risk assessment and who earn 1,000 Wellness Rewards Points during the contract year will be provided an additional payroll credit of three hundred fifty dollars (\$350.00).
4. **Health Insurance Premium Discount** - Effective July 1, 2022, a forty dollar (\$40.00) per month premium discount for single coverage will be granted to employees who participate in the County's Wellness Rewards Program and achieve a minimum of 1,000 points during the preceding fiscal year. A forty five dollars (\$45.00) per month premium discount for family coverage will be granted to employees who participate in the County's Wellness Rewards Program and achieve at least 1,000 points in the preceding fiscal year.

Newly hired employees will be eligible for the discounted health insurance premium rates as follows:

Hire date between:	7/1/21 – 12/31/21	could qualify by 1/1/22; otherwise 7/1/22
	1/1/22 – 6/30/22	could qualify by 7/1/22; otherwise 1/1/23
	7/1/22 – 12/31/22	could qualify by 1/1/23; otherwise 7/1/23
	1/1/23 – 6/30/23	could qualify by 7/1/23; otherwise 1/1/24

Newly hired employees must qualify by the stated date to receive the discounted insurance premium deduction rate. Current employees who don't initially qualify or who need to re-qualify, may be eligible for the discounted premium each January or July depending on how quickly they are able to achieve, or re-achieve, 1,000 wellness points.

5. **Dental Insurance** - The County offers a group dental insurance coverage plan which meets or exceeds the plan currently administered for Linn County by Delta Dental of Iowa. This plan has two levels of coverage under either the PPO plan or the Premier Plan. The PPO plan has a narrower network (less providers in the plan) but offers lower deductibles and higher co-insurance percentages. The Premier Plan has a \$25/\$75 deductible for single or family coverage, respectively and 80/20 co-insurance. For either the PPO or the Premier level, preventative services are covered 100% and do not count towards the maximum annual

benefit. For either level, the annual dental benefit is \$1,250 and the lifetime maximum for orthodontics is \$2,000.

The County pays the monthly premium for the single contract for participating employees. In addition, the County pays eight dollars and twenty-four cents (\$8.24) toward the monthly premium for the family contract.

6. **Life Insurance** - The County offers a base life insurance policy to eligible groups of employees as listed below. The County will pay the associated monthly premium for the coverage. The County also offers supplemental life insurance coverage to employees on a voluntary basis up to \$150,000 without underwriting or \$300,000 with underwriting. Coverage is available in \$10,000 increments. Employees are responsible for paying the additional premium associated with any supplemental coverage.

Management, Elected Officials, Assistant County Attorney, and Confidential Employees	\$25,000
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AFSCME and Conservation Employees	\$15,000
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Emergency Management Employees	\$10,000
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The County offers a life insurance policy for the employees' spouses up to 50% of the base value of the employees' life policy. Coverage greater than \$25,000 requires underwriting. Coverage is available in \$5,000 increments. The County also offers a life insurance policy for the employees' children in the amount of \$10,000 or \$15,000.

7. **Short Term Disability Insurance** - The County provides a short term disability insurance plan with benefits which meet or exceed the plan currently administered for Linn County by Madison National Life Insurance Company. The benefits include payment at 60% of salary after completion of a fourteen (14) day waiting period. The coverage is intended to bridge the long term disability elimination periods set forth in Section 8 below. An employee may choose to use their accrued sick leave during an extended illness or apply for short term disability without exhausting their sick leave banks.

The County pays the short term disability insurance monthly premiums for eligible employees.

8. **Long Term Disability Insurance** - The County provides a long term disability insurance plan with benefits which meet or exceed the plan currently administered for Linn County by Madison National Life Insurance Company. The benefits include payment at 66 2/3% of salary after completion of the waiting period below:

AFSCME, Management, Elected Officials, Assistant County Attorney, and Confidential Employees	60 calendar day waiting period
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AFSCME Conservation and Emergency Management Employees	90 calendar day waiting period
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The County pays the long term disability insurance monthly premiums for eligible employees.

10. **Vision Exam Coverage** - Each employee, upon presentation of a receipt from their provider for a Vision Exam, shall be eligible for reimbursement for up to seventy-five dollars (\$75.00) or one hundred twenty-five (\$125.00) during a two (2) fiscal year period for the purchase of a **vision examination** for themselves. Amounts reimbursed from an insurance provider are not eligible for reimbursement.

Management, Elected Officials, Assistant County Attorney, and Confidential Employees	\$125.00
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AFSCME, Conservation and Emergency Management employees	\$75.00
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11. The County recognizes its responsibility to defend and indemnify its employees as a result of any tort for which they are held liable in accordance with Chapter 670 of the Code of Iowa.

VI. ENFORCEMENT

The Human Resources (HR) Department administers this policy and ensures that the providers adhere to the contracted benefits and coverages. HR staff are available to assist employees with any questions or concerns regarding insurance coverages.

7/1/21 Health and Dental Rates

Active - Full time employee

HEALTH

Employee Pays

Employee Pays

Single	PPME/Sergeants who did not complete all Wellness Rewards requirements and reach 1000 Wellness Program points .	\$140.00	Family	PPME/Sergeants who did not complete all Wellness Rewards requirements and reach 1000 Wellness Program points .	\$265.00
Single	PPME/Sergeants who completed all Wellness program requirements AND reached 1000 points. This must be met each year.	\$100.00	Family	PPME/Sergeants who completed all Wellness program requirements AND reached 1000 points. This must be met each year.	\$220.00
Single	All other employee groups will pay this premium effective 7/1/2021. Employees in this group need to complete the Wellness rewards program starting 7/1/2021 to keep the "discounted" rate for 7/1/2022.	\$100.00	Family	All other employees will pay this premium effective 7/1/2021. Employees in this group need to complete the Wellness rewards program starting 7/1/2021 to keep the "discounted" rate for 7/1/2022.	\$220.00

DENTAL

Single

Employee Pays

County Share

Family

\$0.00

\$55.00

Employee Pays

County Share

\$66.76

63.24



BOARD OF SUPERVISORS LINN COUNTY, IOWA

Title: Performance Evaluations Policy		Policy Number: PM-027	
Responsible Department: Human Resources			
Revision No: 1	Revision Date: 04/30/2021	Policy Effective Date: 07/01/2021	Expiration Date: None until next revision
Initial Approval Date: BOS Minutes:		Distribution: PolicyStat	

I. PURPOSE & OBJECTIVES

The purpose of this policy is to provide a process and procedures for bargaining unit employees to review written feedback regarding their work performance on a systematic and consistent basis to facilitate employee development and therefore overall organizational improvement. Evaluations recognize good job performance, provide an opportunity to set future goals, address any performance development needs and provide guidance.

II. SCOPE

This policy is applicable to all regularly scheduled full-time and part-time Linn County employees responsible to the Board of Supervisors; employees responsible to an Elected Official, including the Elected Official and his/her deputies; County Assessor's Office, Public Health and Conservation employees; and temporary, seasonal or on-call employees.

III. EXCEPTIONS

None

IV. DEFINITIONS

None

V. PROVISIONS

Employees and their supervisors shall meet regularly to discuss primary job duties and work assignments and the employee's performance in their position. Evaluations are a tool for communication between employees and their supervisor(s) to provide guidance, development and improvements in job performance. Job descriptions should be reviewed at least annually with the employee to ensure that the description accurately reflects the job duties to be performed within the job classification. Any desired updates should be communicated to Human Resources (HR).

For all bargaining unit employee evaluations, supervisors will use the electronic performance evaluation form and process in the County's HRIS program. New hires should receive an end of probation (or trial period) performance evaluation. Exit interviews are recommended by HR for employees who are leaving the County or going to another department or office but are not required. Department heads and supervisors with managers or confidential employees who report to them should utilize the performance evaluation procedures set forth in the *Management Manual for Non-Bargaining and Confidential Personnel*.

To document the employee's performance, "check-in" conversations and verbal feedback should occur 2-3 times per year to identify duties and/or actions that should be stopped, started or continued in order to provide coaching and documented development assistance to employees throughout the year. The continuous feedback process should culminate in an annual overall evaluation based on the employee's performance during the preceding twelve (12) months. Employees may include their comments in the performance evaluation itself or as a separate document attached to the form. Once the performance evaluation is completed, the supervisor and employee will sign it and a copy of the evaluation will be placed in the employee's personnel file. Upon request, the employee will be provided a copy of the completed form or they can view the completed evaluation in the County's HRIS program.

Supervisors (employees not included in a bargaining unit) are responsible for conducting performance evaluations. The supervisors will conduct such evaluations on an annual basis either on or near the employee's anniversary date or at an established time during which all employees' evaluations for a department or division are conducted. Standard operating procedures for this process, including specific forms and instructions, are developed and maintained by the HR Department. HR staff will provide guidance and feedback to supervisors and managers as they are completing evaluations for the employees they supervise.

VI. ENFORCEMENT

Supervisors who do not conduct performance evaluations with their employees on a regular basis will have this documented on their own evaluations and may be subject to disciplinary action should the lack of compliance persist.



BOARD OF SUPERVISORS LINN COUNTY, IOWA

Title: Telework Policy		Policy Number: PM-029	
Responsible Department: Human Resources			
Revision No: 1	Revision Date: 06/7/2021	Policy Effective Date: 07/01/2021	Expiration Date: None until next revision
Initial Approval Date: BOS Minutes:		Distribution: PolicyStat	

I. PURPOSE & OBJECTIVES

The purpose of this policy is to recognize the value in promoting flexibility where possible that can benefit both the employee and the organization. This policy outlines the telework options available to eligible employees as well as establish expectations for employees who may be working remotely. This policy does not create, nor is it intended to create, an employment contract between the County and any of its employees.

II. SCOPE

This policy is applicable to regularly scheduled full-time and part-time Linn County employees responsible to the Board of Supervisors; employees responsible to an Elected Official, including the Elected Official and his/her deputies; County Assessor's Office, Public Health and Conservation employees who are approved to telework by their supervisor and department head or elected official.

III. EXCEPTIONS

Seasonal, temporary or on-call employees are not eligible for teleworking. Any extenuating circumstances related to these positions and the need for remote work should be brought to the attention of the HR Director.

IV. DEFINITIONS

None

V. PROVISIONS

Department directors may allow employees to regularly work remotely if they have work that can be performed efficiently, have the technology and equipment needed, and the arrangement still allows for all business needs and customer satisfaction levels to be met. Remote work may also be allowed or required during an emergency event such as a weather disaster, power outage, facility closure, health pandemic or for other reasons approved by the department director or

elected official. Department directors are responsible for ensuring adequate staff coverage across all hours of operation in which service must be available to the public and/or other County departments. The cost of approved equipment and supplies needed to allow an employee to work remotely will be covered by the employee's department unless otherwise specified by the HR Director, Risk Manager or the Board of Supervisors due to an emergency or other extenuating situation. All telework must comply with existing collective bargaining agreements and County policies.

Duration of and Eligibility for Telework

Remote work is not a guaranteed entitlement or benefit. The approval of a Telework Agreement will be made on a case-by-case basis. Department directors will consider an employee's assignment, special skill set, work performance, and other relative criteria as well as technology availability; not all employees in the same job class are guaranteed to be approved for telework. The duration and eligibility of a telework arrangement will be determined by the department director or elected official and may include temporary or long-term assignment and may be changed with little or no notice for any or no reason. Telework arrangements will be reviewed on an annual basis for eligibility and expectations but may be reviewed at any time for any reason as requested by the employee, supervisor, department director or elected official. The department head or elected official may decide the approach for the entire department or office or they may allow their division managers or deputies, if any, to determine the appropriateness of the arrangement for their division.

Types of Alternative Work Arrangements

Listed below are two (2) types of telework covered by this policy.

Remote Work: Arrangements permitting employees to perform their duties at work sites other than the employee's County facility work site, generally at the employee's home or at an approved satellite work site within Linn County (or a surrounding county if the employee resides in another county). No remote work outside of the State of Iowa will be approved without consultation with, and approval from, the HR Director. No more than three regularly scheduled days in a work week can be performed by working remotely and remote work must be performed during the employee's posted shift.

Emergency and/or Inclement Weather: Arrangements that allow for the occasional variation of a schedule and/or change in the location where work is performed because of inclement weather or other emergency that causes the employee's work site to close or in which schools or other care arrangements may be impacted by weather conditions and the County offices remain open. Employees requesting an occasional change to traditional work hours or work site due to inclement weather or taking care of dependent(s) because of school or daycare closures are not required to fill out the *Telework Request and Agreement form* but they must have prior approval from their supervisor. If it is necessary to limit the number of employees allowed to work from home during emergency situations, the supervisor will approve teleworking privileges by department seniority.

Expectations

While working remotely, employees must adhere to these expectations:

Hours Worked and Compensation:

- Telework, including any overtime to be worked remotely, shall be approved by the employee's department director.
- Hours worked and work performed must be reported to the employee's supervisor in the manner set forth by County's *Time Reporting Policy* and the employee's department director or supervisor.
- Requests to change a telework arrangement(s) will require a new *Telework Request and Agreement* form and must be approved before adopting the change(s) except as noted above.
- All work time is reported and compensated per state and federal law, County policies, and collective bargaining agreements.
- Bargaining unit employees are required to have a scheduled shift which is posted and follow meal and break periods pursuant to contract provisions. Split shifts are not allowed. Deviation from an established work shift must be approved in advance by the employee's supervisor.

Additional Duties:

- When working remotely, employees shall coordinate with their supervisor to ensure they have or will acquire the necessary hardware, software, phone, supplies, and data connectivity to conduct all approved remote work duties before remote work assignment begins. The County will not pay for or subsidize the cost of remote work site internet service.
- Arrangements are to be made so that calls to an office phone are forwarded as agreed to by the employee's supervisor.
- Maintain appropriate level of communication with supervisor.
- Maintain appropriate levels of production and quality of work while teleworking.
- Maintain customer satisfaction standards in accordance with County's standards, including timely return of voicemails, emails, and other communications.
- Be available and fit for duty during scheduled hours.
- Maintain the ability to attend required meetings, appointments, trainings, or other events as needed by coworkers, supervisor and customers (internal and external).
- Keep e-mail, voicemail and electronic (e.g., Microsoft Outlook) calendar and any other departmental calendar current with the approved telework schedule. Supervisors should ensure that shifts are posted including those of employee working remotely.
- Report any work-related accidents to Risk Management at 319-892-5200.
- Maintain the same standards of confidentiality and data protection that is required of employees working at their County worksite.
- All County policies regarding technology, behavior, conduct, safety, and reporting of issues apply to work performed while teleworking.
- Inadequate availability, work production and/or work quality may be cause for modification or termination of the employee's participation in teleworking. In such instance, the employee may, without right of appeal, be required to return to work at the official worksite.

Note: *Telework Request and Agreement* forms may be modified or terminated for any or no reason. Inadequate availability, work production and/or work quality may be causes for modification or termination of telework and/or disciplinary measures. Productivity tools and work product measurement audits may be implemented/used by an employee's supervisor.

Leaves:

- When not working, appropriate leave time will be recorded:
 - Use and report all approved vacation, holiday, and comp time taken for hours not worked in a regularly scheduled work day.
 - Follow current guidelines set by the employee's department or supervisor for call-ins and leave approvals.
- Only eight (8) hours are paid to regular full-time employees for each County-recognized holiday in accordance with the County's policies and collective bargaining agreements; eligible part-time employees will receive the appropriate pro-rated hours in accordance with the collective bargaining agreements. Employees working a telework arrangement schedule that includes more than the daily hours paid for a holiday shall supplement holiday pay with paid time (i.e., vacation, compensatory time, personal time). For example, a regular full-time employee working a four 10-hour day schedule will be required to use two-hours of personal time or receive no pay for those two hours if no personal time is available, when a holiday is observed on the employee's regularly scheduled day and the employee did not work.
- Telework is not intended to serve as a substitute or replacement for permanent dependent care and is not intended to be used in place of paid time off. **If you are sick, or taking care of a sick child, you should not be teleworking.**
- If you are on vacation, or taking paid time off, you should not be teleworking. (Note: A manager who is using short term leave who periodically check their e-mails is not teleworking under this policy.)
- Requests to perform remote work during the recovery period of a medical leave will be handled on a case-by-case basis and are subject to supervisor and HR Director approval.
- In addition, should a department head or elected official have an operational need for an employee to work remotely beyond what is provided for in this policy, they should contact Human Resources and explain the need for a policy exception. The HR Director has the sole discretion to determine whether a policy exception will be granted.

Equipment and Workspace:

- Ensure protection and security of equipment, hardware, software, supplies, information, and data. Proper security measures must be taken to limit access by others; such as logging off the computer whenever the employee is not at their computer, limiting access to the remote work site, and filing away and locking work materials.
 - Documents and data must remain on the County's network, County-provided cloud storage, and/or County-provided equipment only and shall not be downloaded or transferred to personal computers or other electronic devices.
 - Informing supervisors and the County's Information Technology Department (IT Department) immediately in the case of loss or theft of County equipment, information, or data.

- Any documents that must be shredded must be brought to the office for proper disposal unless another method of disposal is approved by the employee's department director or supervisor.
- Equipment, software, hardware, data, and other supplies provided by the County for telework remain the property of the County and are to be used only for County business. They may be used and accessible only by the employee or other persons authorized by the County. Technology supplied by the County will be managed and supported only by the County's IT Department and must be used in accordance with County technology administrative policies. No modifications or alterations may be made to equipment, software, hardware, and other supplies provided by the County without approval by the department director and the IT Department.
- If technology is disrupted (e.g. power or data outage), employees shall contact their supervisor immediately. Employees may be directed to report to their regular work site or another approved site to complete their workday. If another worksite is not available during periods of disruption and no other work is available, employees will need to substitute the hours of no work with the appropriate accrued leave or receive no pay for those hours if no leave is available. Exempt or salaried employees should consult with their supervisors whenever no work is available. Exempt employees shall not have their regular salary reduced in less than 1-day increments because no work is available.
- If County-provided equipment or other technology provided by the County fails or malfunctions, contact the IT Help Desk during normal IT Help Desk business hours (7:30 a.m. to 5:30 p.m., Monday through Friday). If the IT Help Desk is not available or not able to remedy the issue over the phone, employees shall contact their supervisor immediately. Employees may be directed to report to their regular work site or another approved site to complete their workday. If another worksite is not available during periods of equipment malfunction and no other work is available, employees will need to substitute the hours of no work with the appropriate accrued leave or receive no pay for those hours if leave is not available. Exempt or salaried employees should consult with their supervisors whenever no work is available.
- Provide equipment, hardware, software, or other supplies to the IT Department as needed for maintenance or repair.
- Equipment borrowed from the IT Department for the purposes of teleworking must be returned to IT at the end of the authorized telework period and according to IT Help Desk's directions. The equipment borrowed will be listed on the Hardware Inventory sheet attached to each Telework Request & Agreement form.
- Ensure the remote environment is free from all distractions such as television noise, child care, pets, loud music, etc.
- Ensure a safe and ergonomic working environment free from safety hazards or other dangers to the employee and County-provided equipment/supplies.
- The employee agrees that authorized County personnel may make on-site visits to the remote work site for retrieving County-provided equipment, software, hardware, data, and/or supplies or for a work site safety/ergonomics check. Unless otherwise agreed to by the employee, the County will give a minimum notice of 24-hours before the visit.
- Equipment, software, hardware, data, and other supplies provided by the County must be returned to the employee's supervisor or IT Help Desk immediately upon employment separation.

- In the event legal action is necessary to regain possession of County-owned equipment, software, hardware, data, and/or supplies, the employee agrees to pay all costs of such action, including attorney's fees, should the County prevail.
- The IT Department will provide the standard level of support by phone and electronic messaging as when the employee is working at a County work site from 7:00 a.m. to 4:30 p.m., Monday through Friday. Equipment that needs to be physically inspected or repaired will need to be brought to the IT Department by the employee or their supervisor following IT Help Desk's instructions. The IT Department will not provide support for personal equipment, internet connections, home networks, or supplies. The IT Department will only provide technical support for employees teleworking during normal IT Help Desk business hours (7:30 a.m. to 5:30 p.m., Monday through Friday).
- If personal equipment, internet connections, home networks, or supplies result in technology failure or damage to County equipment, or cybersecurity breach of County technology, data or information, the employee may be responsible for the cost(s) associated with repair, replacement, and/or remedy.
- The County will not be responsible for costs associated with the setup of the employee's home work site such as furniture, lighting, electrical work, renovations/remodels/repairs, installation of technology, home network security, etc.
- Tax implications and obligations related to working remotely are solely the responsibility of the employee.

Worker's Compensation:

- Report work-related injuries that occur while working per the *Work-Related Injury – Pay for Time for Medical Treatment* policy.
- The County assumes no liability for injuries occurring at the remote work site after work hours or when conducting non-work-related tasks.
- The County is not liable for loss, destruction, or injury that may occur in or to the alternative work site; this includes family members, visitors, or others that may become injured within or around the employee's alternative work site.

Process to Request a Telework Option

Employees who are interested in working a telework arrangement must complete the *Telework Request and Agreement* form and return it to their supervisor and/or department director. Supervisors and department directors have the authority to approve, modify or reject a request for a telework arrangement. Supervisors and department directors determine when the telework arrangement will go into effect. There is no right to telework for any employee. Employees requesting a telework arrangement per the Emergency and Inclement Weather section of this policy do not need to fill out a *Telework Request and Agreement* form. However, if connectivity to County software systems is needed, arrangements would need to be made in advance in the event of an emergency or inclement weather.

Additional Expectations When Remote Work is Necessary Due to a Public Health Emergency

Consistent with OSHA recommendations¹ that employers implement policies, such as telecommuting, designed to limit contact between individuals to mitigate spread, departments and offices must permit staff to work remotely to the extent the position duties are able to be performed remotely. Determination as to whether a position is (1) non-essential, and (2) capable of being performed remotely is solely at the discretion of the department/office.

To reduce the potential spread of a pandemic through the workplace, accommodations may be made by to allow qualifying work to be performed remotely. Linn County department heads and elected officials, in consultation with the Human Resources Director, will determine what positions have duties that are able to be performed remotely in a productive manner. When and if it becomes necessary, the Continuity of Operations Officer (Risk Manager), in consultation with the Board Support Team, will determine which positions are considered essential services staff as those positions are required to be physically present at a work site in order to maintain basic minimum services necessary for continuity of ongoing operations. Depending on the situation, some essential services staff may be required, or asked, to work remotely. Non-essential staff may need to be sent home but will not necessarily have the ability to work from home.

In addition to the above expectations, when working remotely (from home) due to a Public Health emergency, employees are also expected to:

- Refrain from frequenting other locations where social distancing is compromised to a greater degree than the employee's regular workspace.
- When not working, appropriate leave time will be used.
- If sick, stop working, spend time recovering and report appropriate leave time.
- Hours per day may vary if employees maintain availability during normal business hours and hours worked per day or scheduled time off is not compromised.
- Refrain from transporting equipment and supplies between the remote work site and the regular County work site without proper cleaning and health safety precautions.
- Follow IT Help Desk instructions for the safe cleaning, pick up, and return of County technology equipment.

VI. ENFORCEMENT

The Human Resources (HR) Department administers this policy and the HR Director has the sole discretion to make exceptions where warranted. Hiring managers and employees who do not follow the procedures set forth in this policy may be subject to disciplinary action.

¹ See <https://www.osha.gov/Publications/OSHA3990.pdf> (pg. 9)



TELEWORK REQUEST AND AGREEMENT

Employee shall complete the following request form with their supervisor and submit to the Department Head for review at least 7 days in advance of the effective date.

Effective date: _____ Computer Username: _____

Employee's Name: _____ Computer name (tag#): _____

Employee ID #: _____

Work Email Address: _____

Employee Department: _____

Employee Position: _____ Direct work phone #: _____

Employee's personal phone #: _____ Employee's remote work site address: _____

REMOTE WORK SCHEDULE:

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday
In Office Time							
Remote Time							

All work time is reported and compensated per state and federal law, County policy, employee manuals and collective bargaining agreements. Per Telework Policy PM-029, approval of this request does not create a contract of employment and the duration and eligibility of telework will be determined by County leadership and may be changed with little or no notice for any or no reason. Employee's duties shall be consistent with those required at the worksite, with any modification to those duties as separately communicated by management to the employee and noted on page 3 of this form.

REMOTE WORK SITE SAFETY CHECKLIST

If applicable, are all stairs with four or more steps equipped with handrails?	☐ Yes ☐ No
Is all electrical equipment free of recognized hazards that would cause physical harm (frayed wires, bare conductors, loose wires, flexible wires running through walls, exposed wires fixed to the ceiling) and on a functioning surge protector?	☐ Yes ☐ No
Are there at least 2 exits in case of emergency?	☐ Yes ☐ No
Are aisles, doorways, and corners free of obstructions to permit visibility and movement?	☐ Yes ☐ No
Are file cabinets and storage closets arranged so drawers and doors do not open into walkways?	☐ Yes ☐ No
Is there the appropriate security to store equipment, hardware, software, data, supplies, and documents?	☐ Yes ☐ No
Is the area free from hazards that could cause possible slips, trips, or falls?	☐ Yes ☐ No
Is the remote work site ergonomic?	☐ Yes ☐ No



TELEWORK AGREEMENT:

- By signing this agreement, the employee agrees to comply with all rules, policies, and procedures per state and federal law, County policy, employee manuals and collective bargaining agreements. The employee understands that this Telework Agreement does not create nor is intended to create an employment contract and does not change their employment status with Linn County.
- The employee agrees that they have received, read, and will abide by the Telework Agreement as well as abide by all rules, policies, and procedures per state and federal law, County policy, employee manuals and collective bargaining agreements.
- Telework is not a guaranteed entitlement or benefit; the approval will be granted on a case-by-case basis. When approving telework, the supervisor will consider an employee's assignment, work performance, and other relative criteria as well as technology availability; not all employees in the same job classification are guaranteed to be approved for telework.
- The availability of and eligibility for telework may be changed or revoked with little or no notice for any or no reason.
- The employee agrees that equipment, software, hardware, data, and other supplies provided by the County for telework remain the property of the County and are to be used only for County business. They may be used and accessible only by the employee or other persons authorized by the County. Technology supplied by the County will be managed and supported only by the County's Information Technology Department (IT) and must be used in accordance with County I.T. policies.
- The employee is liable for damages to personal property. The employee is liable for damages to County property due to negligence, misuse, or the failure to take necessary measures to secure County property from damage, loss or theft. See the attached *Telework Hardware Inventory* list for estimated costs of equipment.
- The employee agrees that authorized County personnel may make on-site visits to the telework work site for the purpose of retrieving County-provided equipment, software, hardware, data, and/or supplies or for a work site safety/ergonomics check. Unless otherwise agreed to by the employee, the County will give a minimum notice of 24 hours before the visit.
- In the event legal action is necessary to regain possession of County-owned equipment, software, hardware, data, and/or supplies, the employee agrees to pay all costs of such action, including attorney's fees, should the County prevail.
- The employee agrees that they may request that their Telework Agreement end and be allowed to return to work a standard schedule and/or in the applicable County facility.
- **For Remote Work:** The employee certifies that the remote work site is acceptable for maintaining professional and customer support services, is consistent with state law for Civil Service employees or County ordinance on residency for non-civil service employees, allows for acceptable ergonomics, and is free from hazards, dangers, and distractions. If, at any time, there is an interference with the ability to complete the employee's job, the employee must immediately contact their supervisor. No more than 3 days in a work week can be performed by working remotely. A work day can be either performed entirely at the office, entirely at the remote work site, or split evenly between the two (2) in four (4) hour increments, i.e., four (4) consecutive hours working remotely or on-site, followed by four (4) consecutive hours on-site or working remotely. Travel time to work site mid-day is not considered hours worked.
- The employee will review & initial the attached *Telework Hardware Inventory* list to show their understanding of & agreement to, the requirements & expectations for the use & return of borrowed equipment.



Understanding of Telework Agreement:

I affirm by my signature below that I have read this entire Agreement and that I understand and agree to its entire content. I also affirm that I have been made aware of the following: the responsibilities for documenting time, attendance, approval of leave requests and provisions governing the approval of overtime and compensatory time; performance requirements and measurement; proper use and safeguard of government property; maintenance of records; and standards of conduct.

Employee's Signature

Employee's Printed Name

Date

Supervisor's Signature

Supervisor's Printed Name

Date

Department Head/Elected Official's
Signature

Department Head/Elected Official's
Printed Name

Date

Approved:

☐

Not Approved:

☐

Additional Comments/Modifications:

Submit completed *Telework Request and Agreement* form to Human Resources.

AIA® Document G701™ – 2017

Change Order

PROJECT: <i>(Name and address)</i> Jean Oxley Public Service Center Front Entrance Door Replacement and Subsurface Drainage Renovation Project Cedar Rapids, IA	CONTRACT INFORMATION: Contract For: General Construction Date: October 9, 2019	CHANGE ORDER INFORMATION: Change Order Number: 002 Revised Date: March 29, 2021
OWNER: <i>(Name and address)</i> Linn County, State of Iowa 935 Second Street SW Cedar Rapids, IA 52404	ARCHITECT: <i>(Name and address)</i> Novak Design Group, PLC 3801 River Ridge Drive NE Cedar Rapids, IA 52402	CONTRACTOR: <i>(Name and address)</i> Unzeitig Construction Company 1619 F Avenue NE Cedar Rapids, IA 52402

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.)

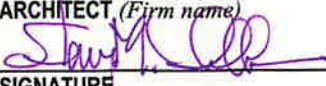
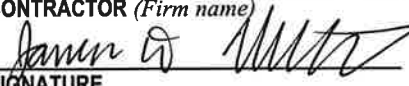
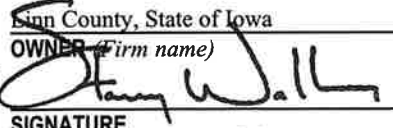
Change Order Request 003A - Furnish and install temperature sensor in concrete walk slab. Add \$1,055.00.
 Change Order Request 005 - Install Owner supplied Cable for Two (2) new camera locations Add \$ 624.00.
 Change Order Request 006 - Install Concrete Roof Drain Gutters at 1st Street side of Building Add \$1,073.00.
 See attached document for additional information.

The original Contract Sum was	\$ 460,000.00
The net change by previously authorized Change Orders	\$ 7672.00
The Contract Sum prior to this Change Order was	\$ 467,672.00
The Contract Sum will be increased by this Change Order in the amount of	\$ 2,752.00
The new Contract Sum including this Change Order will be	\$ 470,424.00

The Contract Time will be increased by Zero (0) days.
 The new date of Substantial Completion will be

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.

Novak Design Group, PLC ARCHITECT <i>(Firm name)</i>  SIGNATURE Gary M Landhauser, Partner PRINTED NAME AND TITLE March 30, 2021 DATE	Unzeitig Construction Company CONTRACTOR <i>(Firm name)</i>  SIGNATURE James D Unzeitig, President PRINTED NAME AND TITLE 4-7-21 DATE	Linn County, State of Iowa OWNER <i>(Firm name)</i>  SIGNATURE Stacey Walker, Chair - Board of Supervisors PRINTED NAME AND TITLE DATE
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Unzeitig Construction Co.

March 23, 2021

Mr. Gary Landhauser
Novak Design Group
3801 River Ridge Drive NE
Cedar Rapids, IA 52402

Re: Jean Oxley Public Services Building

COR #3A Revised Furnish and install temperature sensor in concrete walk slab

Nelson Electric Co.	959.00
Unzeitig Construction - Fee	96.00
Total Amount this Change, add: \$	1,055.00

UNZEITIG CONSTRUCTION COMPANY

James D. Unzeitig
encl.

_____: Accepted by
_____: Date

Change Order Request



C.O.R. # 002

G.C. #

Date: 6/23/2020

Project Name: Jean Oxley Door & Subsurface Drainage Project

Project #: 91149

To: Unzeitig Construction
Attn: Jim Unzeitig
1619 F AVENUE
Cedar Rapids, IA 52402

From: Nelson Electric Company
Matt Friedman
PO Box 967
618 14th Avenue S.W.
Cedar Rapids, IA, IA 52406

Phone: (319) 362-3221 Fax: (319) 362-2849

Phone: (319) 366-6257 Fax: (319) 366-6083

We hereby propose to make the following changes:

CONCRETE TEMP SENSOR

Change Order Price

\$959.10

This price is good for 5 days. If conditions change, this price is void.

We are requesting a time extension of 0 days in conjunction with this change.

Matt Friedman

6/23/2020

Author

Date Sent



Accepted

The above prices and specifications of this Change Order request are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise specified.

Authorized Signature

Date of Acceptance

Change Order Request



C.O.R. # 002

G.C. #

Date: 6/23/2020

Project Name: Jean Oxley Door & Subsurface Drainage Project

Project #: 91149

Labor

Labor Type	Man Hrs	\$/Hr	Total Labor
Foreman	4.00	\$97.50	\$390.00
Apprentice	4.00	\$65.00	\$260.00
Sub Total			\$650.00
Grand Total			\$650.00

Materials

Materials	Quantity	Cost	Total Tax	Total Materials
MIS. MATERIAL	1.00	\$132.00	\$0.00	\$132.00
Sub Total			\$0.00	\$132.00
Grand Total			\$0.00	\$132.00

Expenses

Expenses	Quantity	Cost	Total Tax	Total Expense
Truck	8.00	\$6.50	\$0.00	\$52.00
Sub Total			\$0.00	\$52.00
Grand Total			\$0.00	\$52.00
Total				\$834.00
Profit				\$125.10
Total				\$959.10



Unzeitig Construction Co.

January 19, 2021

Mr. Gary Landhauser
Novak Design Group
3801 River Ridge Drive NE
Cedar Rapids, IA 52402

Re: Jean Oxley Public Services Building

COR #5 Install owner supplied cable for 2 new camera locations.

Nelson Electric Co.	567.00
Unzeitig Construction - Fee	57.00
Total Amount this Change, add: \$	624.00

UNZEITIG CONSTRUCTION COMPANY

James D. Unzeitig
encl.

_____: Accepted by
_____: Date

Change Order Request



C.O.R. # 005

G.C. #

Date: 1/19/2021

Project Name: Jean Oxley Door & Subsurface Drainage Project

Project #: 91149

To: Unzeitig Construction
Attn: Jim Unzeitig
1619 F AVENUE
Cedar Rapids, IA 52402

From: Nelson Electric Company
Matt Friedman
PO Box 967
618 14th Avenue S.W.
Cedar Rapids, IA, IA 52406

Phone: (319) 362-3221 Fax: (319) 362-2849

Phone: (319) 366-6257 Fax: (319) 366-6083

We hereby propose to make the following changes:

(2) additional cameras

Steve Nunemaker had us run cabling that was provided by owner for (2) new camera locations. (1) in the vestibule and (1) in door frame of the entry door.

We routed the provided cabling to these locations and tested the cables. Location in vestibule is coiled above ceiling for future and camera by entry door has been installed.

Change Order Price

\$567.24

This price is good for 5 days. If conditions change, this price is void.

We are requesting a time extension of 0 days in conjunction with this change.

Matt Friedman

1/19/2021

Author

Date Sent



Accepted

The above prices and specifications of this Change Order request are satisfactory and are hereby accepted. All work to be performed under same terms and conditions as specified in original contract unless otherwise specified.

Authorized Signature

Date of Acceptance

Change Order Request



C.O.R. # 005

G.C. #

Date: 1/19/2021

Project Name: Jean Oxley Door & Subsurface Drainage Project

Project #: 91149

Labor

<u>Labor Type</u>	<u>Man Hrs</u>	<u>\$/Hr</u>	<u>Total Labor</u>
Journeyman	2.00	\$97.50	\$195.00
Data Tech	3.50	\$75.00	\$262.50
Sub Total			\$457.50
Grand Total			\$457.50

Expenses

<u>Expenses</u>	<u>Quantity</u>	<u>Cost</u>	<u>Total Tax</u>	<u>Total Expense</u>
Truck	5.50	\$6.50	\$0.00	\$35.75
Sub Total			\$0.00	\$35.75
Grand Total			\$0.00	\$35.75
Total				\$493.25
Profit				\$73.99
Total				\$567.24



Unzeitig Construction Co.

March 3, 2021

Mr. Gary Landhauser
Novak Design Group
3801 River Ridge Drive NE
Cedar Rapids, IA 52402

Re: Jean Oxley Public Services Building

COR #6 Add concrete roof drain gutters to First Street side of the Building

Venture Concrete LLC	975.00
Unzeitig Construction - Fee	98.00
Total Amount this Change, add: \$	1,073.00

UNZEITIG CONSTRUCTION COMPANY

James D. Unzeitig
encl.

_____: Accepted by
_____: Date

1619 F Ave. NE
Post Office Box 1028
Cedar Rapids, Iowa 52406
(319) 362-3221 FAX (319) 362-2849

www.unzeitig.com

Venture Concrete LLC
1641 Memorial Dr SE
Cedar Rapids, IA 52403
3198998259
pdelany2@gmail.com

3309

Invoice

BILL TO
Unzeitig construction co

INVOICE #	DATE	TOTAL DUE	DUE DATE	TERMS	ENCLOSED
1219	11/24/2020	\$17,614.66	12/24/2020	Net 30	

ACTIVITY	QTY	RATE	AMOUNT
Sidewalk replacement phase 2 of sidewalk replacement 875	875	9.00	7,875.00
Concrete wall 65' of curb	65	85.00	5,525.00
dump Fee	1	436.08	436.08
rebar	1	634.70	634.70
Miscellaneous ada warning pads	2	139.70	279.40
Concrete pumping	1	1,200.00	1,200.00
Miscellaneous labor to lay foam insulation	9	45.00	405.00
Miscellaneous 8 sheets of foam were purchased due to being short on original order	1	284.48	284.48
Miscellaneous roof drain gutters per direction of steve	1	975.00	975.00

BALANCE DUE

\$17,614.66

- 880.73

16733.93

580 - 3300

580 - 20200

Contract for Transportation Services

Between the City of Cedar Rapids (Cedar Rapids Transit) and Linn County (Linn County LIFTS)

WHEREAS, Cedar Rapids Transit has an interest in the provision of ADA Complimentary Paratransit Service within the cities of Cedar Rapids, Hiawatha, and Marion, and

WHEREAS, Linn County LIFTS has the ability to provide such services,

NOW, THEREFORE, THE PARTIES DO HEREBY MUTUALLY AGREE AS FOLLOWS:

A. Purpose and Timeframe

1. The purpose of this contract is to arrange for public transit services under the auspices of Cedar Rapids Transit.
2. The contract period shall begin on July 1, 2021 and continue through June 30, 2022. Any extension or renewal of this contract shall be in writing and mutually agreed upon by both parties.

B. Description of Service

1. All transit services will be provided in vehicles open to the public without discrimination.
2. Service shall be provided Monday through Saturday, except on the following holidays: New Years Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day.
3. Service hours under this contract shall be the same as the Cedar Rapids Transit fixed-route bus service: Monday through Friday 5:15 a.m. to 7:00 p.m. and Saturday 9:15 a.m. to 5:00 p.m. (It is tentatively planned to increase the fixed-route bus service by two hours Monday through Friday to 9:00 p.m. at a yet-to-be-determined date during this contract period which would result in a corresponding increase in the paratransit service hours.)
4. Service shall be advanced reservation demand responsive service in the cities of Cedar Rapids, Hiawatha and Marion.
5. Access to service shall be obtained by calling Linn County LIFTS for ride reservations for next day service.
6. Fares for these services shall be twice the adult full fare charged on Cedar Rapids Transit's fixed-route bus service. The current fixed-route adult full fare is \$1.50 which makes the paratransit fare \$3.00.

C. Insurance Requirements:

Linn County LIFTS, at its own expense, shall procure insurance or self-fund for losses during the entire term of this Agreement and any extensions thereof in an amount sufficient to provide vehicle property damage coverage on all City owned vehicles provided to Linn County LIFTS for use as stated in this contract and liability coverage to third-parties.

Additional insured: The City of Cedar Rapids, its officers and employees, shall be an additional insured on procured insurance and recognized as an additional insured for any self-funded loss.

D. Vehicle Responsibilities

1. Cedar Rapids Transit shall provide approximately 10 ADA-accessible vehicles for the provision of services as described in this contract.
2. Vehicles supplied by Cedar Rapids Transit shall be subject to rotation with other vehicles in Cedar Rapids Transit's fleet in order to maintain a minimum annual usage for each vehicle in the fleet.
3. Vehicles supplied by Cedar Rapids Transit cannot be subleased without Cedar Rapids Transit's approval.
4. Linn County LIFTS is responsible for operating the vehicles in a safe and responsible manner, and cleaning and washing the vehicles so they are kept in a clean and presentable condition.
5. Vehicles supplied by Cedar Rapids Transit must be stored in a secure location approved by Cedar Rapids Transit.
6. Linn County LIFTS will be responsible for maintaining the vehicles so that they are mechanically sound and meet the manufacturer's minimum maintenance requirements, including a requirement to meet at least an 80% on-time record of preventive maintenance inspections.
7. Both parties shall equally split the cost of major component repairs that exceed \$1000 in cost.

E. Operations Responsibilities

1. Drivers for all transit services provided under this contract shall be employed by Linn County LIFTS and shall be required to have either a commercial driver's license or chauffeur's license, as appropriate for the vehicle driven.
2. Linn County LIFTS shall establish a drug and alcohol testing program conforming to the rules of the Federal Transit Administration.
3. Scheduling and dispatching support shall be provided by Linn County LIFTS.
4. Training of operational personnel shall be provided by Linn County LIFTS.
5. Dissemination of information about transit services provided under this contract shall be the responsibility of Linn County LIFTS.

F. Other Linn County LIFTS Responsibilities

1. Linn County LIFTS shall serve as an independent contractor.
2. Linn County LIFTS shall maintain accounting and records for all services rendered and shall assure that all persons handling project funds, including passenger revenues, are bonded to levels appropriate for the amounts of funds handled.
3. Linn County LIFTS shall provide to Cedar Rapids Transit a monthly billing for services rendered in the previous month including a report of units of service provided and revenues credited toward the service from passengers and from other sources.
4. Linn County LIFTS shall secure an independent audit of its transportation program including services provided under this contract and shall provide a copy of the audit report upon the request of Cedar Rapids Transit.
5. Linn County LIFTS shall permit inspection of its vehicles, services, books, and records by Cedar Rapids Transit or agencies providing funding to Cedar Rapids Transit upon the request of Cedar Rapids Transit.
6. Linn County LIFTS shall accept all risk and indemnify and hold Cedar Rapids Transit harmless from all losses, damage, claims, demands, liabilities, suits, or proceedings,

including court costs, attorney's and witness' fees relating to loss or damage to property or to injury or death of any person arising out of the acts or omissions of Linn County LIFTS or its employees or agents.

7. Linn County LIFTS shall notify Cedar Rapids Transit in the event of any unavoidable interruption or delay in service.
8. Linn County LIFTS shall notify Cedar Rapids Transit of any accidents or incidents that result in a death, injuries requiring immediate medical treatment away from the scene of the accident/incident, or disabling damage to vehicles involved in the accident.
9. Linn County LIFTS shall comply with all applicable state and federal laws, including but not limited to FTA charter rule, affirmative action, equal employment opportunity laws, nondiscrimination laws, traffic laws, motor vehicles equipment laws, confidentiality laws, and freedom of information laws.

G. Other Cedar Rapids Transit Responsibilities

1. Cedar Rapids Transit shall provide operational subsidies for public transit services under the terms identified in this contract.
2. Cedar Rapids Transit shall, based on information supplied by Linn County LIFTS, other contractors and its own records, prepare all required reports to the Iowa Department of Transportation, Office of Public Transit and the Federal Transit Administration.
3. Cedar Rapids Transit shall assist Linn County LIFTS as necessary in the design and scheduling of transit services to meet the needs of the service area.

H. Compensation

1. Linn County LIFTS shall bill Cedar Rapids Transit on a monthly basis by the 15th of the following month.
2. Linn County LIFTS will keep the passenger revenues collected under this contract and apply those revenues to offset the cost of the service. Linn County LIFTS shall charge passengers \$3.00/ride which should result in anticipated passenger revenues of approximately \$138,000. All passenger revenues shall be applied to the costs of transportation services prior to application of federal transit funding and shall be considered to have expanded the level of services compared to what would be available without such resources.
3. Cedar Rapids Transit will provide an annual operating subsidy of \$904,296 to be used for operating and maintenance costs associated with this contract. If/when the weekday service hours increase as described in Section B.3, then the contract amount will increase at that time by \$31,320 to support the cost of a half-time driver position for LIFTS. The increase will be prorated for the remainder of the fiscal year, so the total not-to-exceed cost for this contract shall be \$935,616.
4. Payments of the operating subsidy will be made in equal amounts of \$75,358 per month. If/when the weekday service hours increase as described in Section B.3, then the payments will increase to \$77,968 per month.

I. Quarterly Reporting

Cedar Rapids Transit is required to submit timely reports to the Iowa DOT and Federal Transit Administration. To meet the requirement, reports from Linn County LIFTS must be provided to Cedar Rapids Transit by the 15th of the month following the end of a quarter (Oct. 15th, Jan. 15th, Apr. 15th, Jul. 15th). Payments may be withheld if reports are not submitted in a timely manner.

1. Items to report with each quarterly billing shall be:

- Total number of rides provided
- Total number of Saturday rides
- Total number of Sunday rides
- Total number of elderly rides
- Total number of disabled rides
- Total vehicle miles and hours
- Total revenue miles and hours
- Total deadhead miles and hours
- Total passenger revenues collected
- Actual fully allocated costs of services

J. Entire Agreement

1. This contract contains the entire agreement between Linn County LIFTS and Cedar Rapids Transit. There are no other agreements or understandings, written or verbal that shall take precedence over the items contained herein unless made a part of this contract by amendment procedure.

K. Amendments

1. Any changes to this contract must be in writing and be mutually agreed upon by both Linn County LIFTS and Cedar Rapids Transit.

L. Termination

1. Cancellation of this contract may be initiated by either party through written notice to the other party at least 30 days prior to the date of cancellation.

M. Saving Clause

1. Should any provision of this contract be deemed unenforceable by a court of law, all other provisions shall remain in effect.

N. Assignability and Subcontracting

1. This contract is not assignable to any other party without the express written approval of the Linn County LIFTS and Cedar Rapids Transit and the concurrence of the Iowa Department of Transportation, Office of Public Transit.
2. No part of the transportation services described in this contract may be subcontracted by Linn County LIFTS without the express written approval of Cedar Rapids Transit.
3. Notwithstanding the provisions in M.1 above, it is hereby agreed that Linn County LIFTS may under emergency circumstances temporarily subcontract any portion of the service if it is deemed necessary by Linn County LIFTS to avoid a service interruption. Cedar Rapids Transit shall be notified, in advance if possible, each time this provision is invoked.

ADOPTED BY THE PARTIES AS WITNESSED AND DATED BELOW, SUBJECT TO THE CONCURRENCE OF THE IOWA DEPARTMENT OF TRANSPORTATION, OFFICE OF PUBLIC TRANSIT.

For Linn County

For City of Cedar Rapids

Stacey Walker, Chair
Linn County Board of Supervisors

Jeff Pomeranz, City Manager
City of Cedar Rapids

Date: _____

Date: _____

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

RESOLUTION APPROVING A TEMPORARY USE

RESOLUTION # _____

WHEREAS, Karl Haible, owner; Snowdrifters Inc., petitioner, Case JIU21-0004, have requested the Linn County Board of Supervisors' permission to operate the Big Town Showdown Truck and Tractor Pull, located at 812 Iowa Ave, Palo, Iowa located within the SW ¼ SW ¼ and the SE ¼ SW ¼ of 21-84-8.

WHEREAS, said temporary use request and attachments thereto have been examined by the Linn County Board of Supervisors and approval of the request is subject to the following conditions:

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

1. Planning & Development received the Temporary Use Permit application on Wednesday, May 12, 2021.
2. The two parcels are currently zoned AG (Agricultural) and CNR (Critical Natural Resources), containing 38.82 acres, with approximately 22 acres of the two parcels designated for the temporary use activity.
3. The subject parcels have a Rural Land Use Map designation of NMUSA (Non-Metro Service Area) and CNRA (Critical Natural Resources Area).
4. The outdoor event will be held on Saturday August 21, 2021 at 812 Iowa Avenue, Palo, Iowa between the hours of 9am and 11pm.
5. Setup for the event will occur on Friday August 20, 2021 between the hours of 9am and 10pm.
6. The event will include a truck and tractor pull, food and beer concessions, & fireworks display.
7. Appropriate licensing, permits and insurance are required by various departments.
8. A tent will be setup for a security office and first aid station. An ambulance service and Palo Fire Dept. will be on site during the event hours.
9. The event will host approximately 1000-1200 people.
10. The applicant will provide parking signs, regular and handicapped portable toilets, and a hand washing station.

11. Estimated number of vehicles trips per day for the event is approximately 500-1000.
12. The number of parking spaces provided is approximately 2000.
13. Parking for all vehicles is provided on site.
14. The applicant will provide a uniformed Linn County Sheriff deputy for security throughout event location on Saturday, August 21, from 9am to 11pm.

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 June 14, 2021, all interested persons having been heard;

WHEREAS, said temporary use request and attachments thereto have been examined by the Linn County Board of Supervisors and approval of the request is 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. \$2,000,000 of insurance coverage is provided for the event dates, through Neighbor Insurance (Center Point)
3. Signage shall conform to Article V, Section 107-94, subsection (j). Temporary off site signs may be allowed, provided that:
 - a. No sign is placed on public property, or within a road right-of-way.
 - b. Sign size shall not exceed 16 sq. ft., or 6' in width, nor 5' in height.
 - c. All temporary signs are required to be removed on the day following the final event date.
4. The owner and 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.

LINN COUNTY CONSERVATION DEPARTMENT

1. No comments or conditions

LINN COUNTY PLANNING & DEVELOPMENT – Building Division

1. All electrical wiring shall be in compliance with the National Electrical Code.
2. Platforms or structures planned for this event are required to meet building code requirements.
3. Accessible parking and access to the event site shall be provided.

LINN COUNTY ENGINEERING DEPARTMENT

1. Access shall be from existing entrances within the city limits of Palo.
2. No parking is allowed on Blairs Ferry Road.
3. Signs shall be placed in the city limits or on private property.
4. Event organizer is responsible for traffic control IF the access from Blairs Ferry Road becomes congested.

IOWA DEPARTMENT OF TRANSPORTATION

1. No conditions to be met.

LINN COUNTY HEALTH DEPARTMENT

1. Contact Linn County Public Health (892-6000) if selling food at the event.
2. Continuously maintain all requirements of the Health Department throughout the event.
3. Portable toilets are required, and hand washing stations are strongly recommended.
4. Recommend hand washing facilities for toilet area and the food prep areas.

LINN COUNTY SHERIFF'S OFFICE

1. An after-hour's call list shall be supplied to the Linn County Sheriff's Office for emergency situations.
2. If a traffic problem would occur, contact shall be made to the Linn County Sheriff's Office to help alleviate the problem.
3. Traffic control is to be provided by the applicant during operation. Traffic shall be maintained on Blairs Ferry Road at all times.

LINN COUNTY EMERGENCY MANAGEMENT

1. A tone alert weather radio is required to be available on site and in use at any time the public is using the facility.
2. The applicant shall submit a Severe Weather Plan for approval by the Linn Co. Emergency Management Agency.

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 16th day of June 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 16th of June, 2021.

Notary Public State of Iowa