

BOARD OF SUPERVISORSDistrict 1 | **Kirsten Running-Marquardt**District 2 | **Ben Rogers**District 3 | **Louis J. Zumbach****JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER**

935 2ND ST. SW

CEDAR RAPIDS, IA 52404

PH: 319-892-5000

LinnCountyIowa.gov

**LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA**

Wednesday, May 10, 2023

10 a.m.

Formal Board Room—Jean Oxley Public Service Center
935 2nd St. SW, Cedar Rapids, IA**Call to Order****Pledge of Allegiance****Public Comment: Five Minute Limit per Speaker**

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

Consent Agenda

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

Reports**Resolutions**

Resolution authorizing Chair to sign a Warranty Deed conveying Linn County, Iowa's interest in Parcel "A" of Plat of Survey No. 2642, being Part of Parcel "A" Amended Plat of Survey No. 2474, located in Linn County, Iowa, to Michael and Kristin Panos.

Resolution Approving the Contract and Performance and/or Payment Bonds for the Linn County Secondary Road District 1 Shop – Phase 2 Project

Contract and Agreements

Approve and authorize Chair to sign Law Enforcement Services contracts for law enforcement protection provided by the Linn County Sheriff's Office at a rate of \$40 per hour for the period of July 1, 2023 through June 30, 2024 as follows: Alburnett--10 hours/week, Bertram--6 hours/week, Center Point--21 hours/week, Central City--21 hours/week, Coggon--40 hours/month, Ely--25 hours/week, Fairfax--18 hours/week, Palo--87 hours/month, Prairieburg--9 hours/month, Springville--20 hours/week, Walford--20 hours/week, Walker--14 hours/week.

Approve and authorize Chair to sign contracts between Linn County and Setpoint Mechanical Services for the following buildings chillers effective July 1, 2023 through June 30, 2024: Correctional Center--\$3875.00, Court House--\$4768.00, Juvenile Detention Center--\$2580.00, Juvenile Justice Center--\$2280.00, Sheriff--\$3750.00

Approve and authorize Chair to sign a Purchase Agreement for Parcel "A" of Plat of Survey No. 2642, being Part of Parcel "A" Amended Plat of Survey No. 2474, located in Linn County, Iowa.

Approve and authorize Chair to sign a 28E Agreement with the City of Bertram for a hot mix asphalt (HMA) project on shared portions of Bertram Street and Lake Terrace Road.

Approve and authorize Chair to sign a Change Order Number 1 for the Linn County Secondary Road District 1 Shop – Phase 2 Project

Approve and authorize Chair to sign a Memorandum of Understanding (MOU) between the Mental Health/Disability Services of the East Central Region of Iowa and Linn County Mental Health Access Center regarding special project funding for the period of July 1, 2022 through June 30, 2023.

Licenses & Permits

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes

Discuss and decide on meeting minutes.

Claims

Discuss and decide on claims.

Discuss and decide on a Vacancy Form requesting a temporary custodial position to cover for people on Family Medical Leave in the Facilities Department

Discuss and decide on a Resolution Awarding Contract for the Linn County Facilities Derecho Repairs Priority #5 Project.

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.

Correspondence

Appointments

Adjournment

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

RESOLUTION NO. 2023 – 5 –

**A RESOLUTION APPROVING THE CONTRACT AND PERFORMANCE AND/OR PAYMENT BONDS
FOR THE LINN COUNTY SECONDARY ROAD DISTRICT 1 SHOP – PHASE 2 PROJECT**

WHEREAS, the Linn County Board of Supervisors (the “Board”) on March 27, 2023 awarded a contract for the “Linn County Secondary Road District 1 Shop – Phase 2 Project” (the “Project”), Garling Construction, Inc. (the “Contractor”) and fixed the amount of the performance and/or payment bonds required for the Project; and,

WHEREAS, the contract for the Project is duly signed by the Contractor, and the contract appears to be in proper form; and,

WHEREAS, the Contractor filed satisfactory performance and/or payment bonds in the amount fixed by the Board.

BE IT THEREFORE RESOLVED that the Board hereby approves the aforementioned contract and performance and/or payment bonds, authorizes the Board chairperson to execute said contract, and declares the contract and performance and/or payment bonds binding upon the parties thereto.

PASSED AND APPROVED this 10th day of May, 2023.

LINN COUNTY BOARD OF SUPERVISORS

Louis J. Zumbach, Chair

Ben Rogers, Vice Chair

Kirsten Running-Marquardt, Supervisor

ATTEST:

Joel Miller, Linn County Auditor

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

Joel Miller, Linn County Auditor

Linn County Sheriff's Office
FY 24
Contract for Law Enforcement Services

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

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

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

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

- 1) Linn County through its Sheriff's Office, will have a Deputy Sheriff on duty in the City of Alburnett, for 10 hours per week, at times determined by the Sheriff's Office.
- 2) Linn County through its Sheriff's Office, will at all times, answer calls for law enforcement service in the City of Alburnett at no additional charge beyond what is called for under the terms of this contract.
- 3) In consideration of the services set forth herein, the City of Alburnett, agrees to pay to Linn County the sum of **Forty Dollars (\$40.00) per hour**. This hourly fee is determined by a formula of costs, which, in part, takes into consideration the financial responsibilities incurred by Linn County, as they relate to the provision of law enforcement services to the City of Alburnett. Such financial responsibilities include, but are not limited to:
 - ◆ Salaries and fringe benefits of the Deputy Sheriff;
 - ◆ Payments for support services and overhead costs;
 - ◆ Maintenance of cost accounting records and the issuance of financial reports;
and
 - ◆ Equipment costs, depreciation, and other direct and indirect costs.

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

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

- 13) Revenues generated by the law enforcement activities of the Deputy Sheriffs shall be disposed of according to procedures established in the Code of Iowa.
- 14) In the event of a lawsuit arising from the provision of law enforcement services against the Linn County Sheriff and/or any of his or her employees under the terms of this contract, Linn County shall defend the Sheriff and his or her employees.
- 15) In the event of a lawsuit challenging the constitutionality of any ordinance of the City of Alburnett which is enforced by the Linn County Sheriff as set forth herein, the City of Alburnett shall defend the constitutionality of said ordinance.
- 16) Should Linn County, the Linn County Sheriff, and any of his or her employees abiding by the terms of this Contract be found liable in a lawsuit, provisions for payment of compensation shall be made according to the Court;
- 17) Should a tort action be taken against the Linn County Sheriff and/or any of his or her employees, Linn County shall be responsible for indemnifying its officers according to Chapter 631A of the Code of Iowa.
- 18) Once this Agreement has been entered into, amendments and/or modifications shall not be made unless mutually agreed upon by all parties, and then in such case, the current Agreement shall be terminated and shall be replaced by the amended and/or modified Agreement.
- 19) In the event of default by any party subject to this Agreement, any other party subject to this Agreement shall have the right to pursue any course of legal action, which is allowed by law.
- 20) Either party may terminate this Agreement by giving the other party ninety (90) days written notice of its intention to terminate said Agreement.
- 21) This Agreement is effective on the 1st day of July, 2023, and continues in effect until the 30th day of June, 2024, or terminated in accordance with the provisions for termination as set out herein.

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

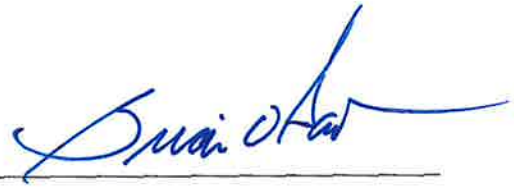
Linn County, Iowa

Linn County Sheriff

Chairperson

Linn County Board
of Supervisors

Date



Sheriff of Linn County

5.123

Date

Bethany L Sarazin

Bethany L Sarazin (Jan 19, 2023 12:15 CST)

Mayor for the City of Alburnett

January 19, 2023

Date

Linn County Sheriff's Office
FY 24
Contract for Law Enforcement Services

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

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

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

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

- 1) Linn County through its Sheriff's Office, will have a Deputy Sheriff on duty in the City of Bertram, for Six (6) hours per week, at times determined by the Sheriff's Office
- 2) Linn County through its Sheriff's Office, will at all times, answer calls for law enforcement service in the City of Bertram at no additional charge beyond what is called for under the terms of this contract.
- 3) In consideration of the services set forth herein, the City of Bertram, agrees to pay to Linn County the sum of **Forty Dollars (\$40.00) per hour**. This hourly fee is determined by a formula of costs, which, in part, takes into consideration the financial responsibilities incurred by Linn County, as they relate to the provision of law enforcement services to the City of Bertram. Such financial responsibilities include, but are not limited to:
 - ◆ Salaries and fringe benefits of the Deputy Sheriff;
 - ◆ Payments for support services and overhead costs;
 - ◆ Maintenance of cost accounting records and the issuance of financial reports; and
 - ◆ Equipment costs, depreciation, and other direct and indirect costs.

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

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

- 13) Revenues generated by the law enforcement activities of the Deputy Sheriffs shall be disposed of according to procedures established in the Code of Iowa.
- 14) In the event of a lawsuit arising from the provision of law enforcement services against the Linn County Sheriff and/or any of his or her employees under the terms of this contract, Linn County shall defend the Sheriff and his or her employees.
- 15) In the event of a lawsuit challenging the constitutionality of any ordinance of the City of Bertram which is enforced by the Linn County Sheriff as set forth herein, the City of Bertram shall defend the constitutionality of said ordinance.
- 16) Should Linn County, the Linn County Sheriff, and any of his or her employees abiding by the terms of this Contract be found liable in a lawsuit, provisions for payment of compensation shall be made according to the Court;
- 17) Should a tort action be taken against the Linn County Sheriff and/or any of his or her employees, Linn County shall be responsible for indemnifying its officers according to Chapter 631A of the Code of Iowa.
- 18) Once this Agreement has been entered into, amendments and/or modifications shall not be made unless mutually agreed upon by all parties, and then in such case, the current Agreement shall be terminated and shall be replaced by the amended and/or modified Agreement.
- 19) In the event of default by any party subject to this Agreement, any other party subject to this Agreement shall have the right to pursue any course of legal action, which is allowed by law.
- 20) Either party may terminate this Agreement by giving the other party ninety (90) days written notice of its intention to terminate said Agreement.
- 21) This Agreement is effective on the 1st day of July, 2023, and continues in effect until the 30th day of June, 2024, or terminated in accordance with the provisions for termination as set out herein.

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

Linn County, Iowa

Linn County Sheriff

Chairperson

Linn County Board
of Supervisors

Date



Sheriff of Linn County

5-1-23

Date



Mayor for the City of Bertram

12-13-28

Date

Linn County Sheriff's Office
FY 24
Contract for Law Enforcement Services

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

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

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

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

- 1) Linn County through its Sheriff's Office, will have a Deputy Sheriff on duty in the City of Center Point, for 21 hours per week, at times determined by the Sheriff's Office.
- 2) Linn County through its Sheriff's Office, will at all times, answer calls for law enforcement service in the City of Center Point at no additional charge beyond what is called for under the terms of this contract.
- 3) In consideration of the services set forth herein, the City of Center Point, agrees to pay to Linn County the sum of **Forty Dollars (\$40.00) per hour**. This hourly fee is determined by a formula of costs, which, in part, takes into consideration the financial responsibilities incurred by Linn County, as they relate to the provision of law enforcement services to the City of Center Point. Such financial responsibilities include, but are not limited to:
 - ◆ Salaries and fringe benefits of the Deputy Sheriff;
 - ◆ Payments for support services and overhead costs;
 - ◆ Maintenance of cost accounting records and the issuance of financial reports; and
 - ◆ Equipment costs, depreciation, and other direct and indirect costs.

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

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

- 14) In the event of a lawsuit arising from the provision of law enforcement services against the Linn County Sheriff and/or any of his or her employees under the terms of this contract, Linn County shall defend the Sheriff and his or her employees.
- 15) In the event of a lawsuit challenging the constitutionality of any ordinance of the City of Center Point which is enforced by the Linn County Sheriff as set forth herein, the City of Center Point shall defend the constitutionality of said ordinance.
- 16) Should Linn County, the Linn County Sheriff, and any of his or her employees abiding by the terms of this Contract be found liable in a lawsuit, provisions for payment of compensation shall be made according to the Court;
- 17) Should a tort action be taken against the Linn County Sheriff and/or any of his or her employees, Linn County shall be responsible for indemnifying its officers according to Chapter 631A of the Code of Iowa.
- 18) Once this Agreement has been entered into, amendments and/or modifications shall not be made unless mutually agreed upon by all parties, and then in such case, the current Agreement shall be terminated and shall be replaced by the amended and/or modified Agreement.
- 19) In the event of default by any party subject to this Agreement, any other party subject to this Agreement shall have the right to pursue any course of legal action, which is allowed by law.
- 20) Either party may terminate this Agreement by giving the other party ninety (90) days written notice of its intention to terminate said Agreement.
- 21) This Agreement is effective on the 1st day of July, 2023, and continues in effect until the 30th day of June, 2024, or terminated in accordance with the provisions for termination as set out herein.

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

Linn County, Iowa

Linn County Sheriff

Chairperson

Linn County Board
of Supervisors

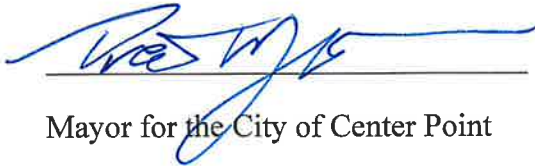
Date



Sheriff of Linn County

5-1-23

Date



Mayor for the City of Center Point

12/13/2022

Date

Linn County Sheriff's Office

FY 24

Contract for Law Enforcement Services

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

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

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

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

- 1) Linn County through its Sheriff's Office, will have a Deputy Sheriff on duty in the City of Central City, for 21 hours per week, at times determined by the Sheriff's Office.
- 2) Linn County through its Sheriff's Office, will at all times, answer calls for law enforcement service in the City of Central City at no additional charge beyond what is called for under the terms of this contract.
- 3) In consideration of the services set forth herein, the City of Central City, agrees to pay to Linn County the sum of **Forty Dollars (\$40.00) per hour**. This hourly fee is determined by a formula of costs, which, in part, takes into consideration the financial responsibilities incurred by Linn County, as they relate to the provision of law enforcement services to the City of Central City. Such financial responsibilities include, but are not limited to:
 - ◆ Salaries and fringe benefits of the Deputy Sheriff;
 - ◆ Payments for support services and overhead costs;
 - ◆ Maintenance of cost accounting records and the issuance of financial reports; and
 - ◆ Equipment costs, depreciation, and other direct and indirect costs.

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

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

- 14) In the event of a lawsuit arising from the provision of law enforcement services against the Linn County Sheriff and/or any of his or her employees under the terms of this contract, Linn County shall defend the Sheriff and his or her employees.
- 15) In the event of a lawsuit challenging the constitutionality of any ordinance of the City of Central City which is enforced by the Linn County Sheriff as set forth herein, the City of Central City shall defend the constitutionality of said ordinance.
- 16) Should Linn County, the Linn County Sheriff, and any of his or her employees abiding by the terms of this Contract be found liable in a lawsuit, provisions for payment of compensation shall be made according to the Court;
- 17) Should a tort action be taken against the Linn County Sheriff and/or any of his or her employees, Linn County shall be responsible for indemnifying its officers according to Chapter 631A of the Code of Iowa.
- 18) Once this Agreement has been entered into, amendments and/or modifications shall not be made unless mutually agreed upon by all parties, and then in such case, the current Agreement shall be terminated and shall be replaced by the amended and/or modified Agreement.
- 19) In the event of default by any party subject to this Agreement, any other party subject to this Agreement shall have the right to pursue any course of legal action, which is allowed by law.
- 20) Either party may terminate this Agreement by giving the other party ninety (90) days written notice of its intention to terminate said Agreement.
- 21) This Agreement is effective on the 1st day of July, 2023, and continues in effect until the 30th day of June, 2024, or terminated in accordance with the provisions for termination as set out herein.

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

Linn County, Iowa

Linn County Sheriff

Chairperson

Linn County Board
of Supervisors

Date



Sheriff of Linn County

5-1-23

Date



Mayor Pro-Tem for the City of Central City

12-15-22

Date

ATTEST:



City Administrator/Clerk

Linn County Sheriff's Office

FY 24

Contract for Law Enforcement Services

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

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

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

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

- 1) Linn County through its Sheriff's Office, will have a Deputy Sheriff on duty in the City of Coggon, for 40 hours per ~~week~~ month, at times determined by the Sheriff's Office.
- 2) Linn County through its Sheriff's Office, will at all times, answer calls for law enforcement service in the City of Coggon at no additional charge beyond what is called for under the terms of this contract.
- 3) In consideration of the services set forth herein, the City of Coggon, agrees to pay to Linn County the sum of **Forty Dollars (\$40.00) per hour**. This hourly fee is determined by a formula of costs, which, in part, takes into consideration the financial responsibilities incurred by Linn County, as they relate to the provision of law enforcement services to the City of Coggon. Such financial responsibilities include, but are not limited to:
 - ◆ Salaries and fringe benefits of the Deputy Sheriff;
 - ◆ Payments for support services and overhead costs;
 - ◆ Maintenance of cost accounting records and the issuance of financial reports; and
 - ◆ Equipment costs, depreciation, and other direct and indirect costs.

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

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

- 13) Revenues generated by the law enforcement activities of the Deputy Sheriffs shall be disposed of according to procedures established in the Code of Iowa.
- 14) In the event of a lawsuit arising from the provision of law enforcement services against the Linn County Sheriff and/or any of his or her employees under the terms of this contract, Linn County shall defend the Sheriff and his or her employees.
- 15) In the event of a lawsuit challenging the constitutionality of any ordinance of the City of Coggon which is enforced by the Linn County Sheriff as set forth herein, the City of Coggon shall defend the constitutionality of said ordinance.
- 16) Should Linn County, the Linn County Sheriff, and any of his or her employees abiding by the terms of this Contract be found liable in a lawsuit, provisions for payment of compensation shall be made according to the Court;
- 17) Should a tort action be taken against the Linn County Sheriff and/or any of his or her employees, Linn County shall be responsible for indemnifying its officers according to Chapter 631A of the Code of Iowa.
- 18) Once this Agreement has been entered into, amendments and/or modifications shall not be made unless mutually agreed upon by all parties, and then in such case, the current Agreement shall be terminated and shall be replaced by the amended and/or modified Agreement.
- 19) In the event of default by any party subject to this Agreement, any other party subject to this Agreement shall have the right to pursue any course of legal action, which is allowed by law.
- 20) Either party may terminate this Agreement by giving the other party ninety (90) days written notice of its intention to terminate said Agreement.
- 21) This Agreement is effective on the 1st day of July, 2023, and continues in effect until the 30th day of June, 2024, or terminated in accordance with the provisions for termination as set out herein.

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

Linn County, Iowa

Linn County Sheriff

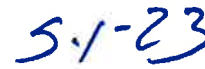
Chairperson

Linn County Board
of Supervisors

Date



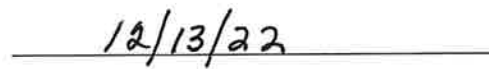
Sheriff of Linn County



Date



Mayor for the City of Coggon
Travis Beckman



Date

Linn County Sheriff's Office

FY 24

Contract for Law Enforcement Services

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

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

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

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

- 1) Linn County through its Sheriff's Office, will have a Deputy Sheriff on duty in the City of Ely, for 25 hours per week, at times determined by the Sheriff's Office.
- 2) Linn County through its Sheriff's Office, will at all times, answer calls for law enforcement service in the City of Ely at no additional charge beyond what is called for under the terms of this contract.
- 3) In consideration of the services set forth herein, the City of Ely, agrees to pay to Linn County the sum of **Forty Dollars (\$40.00) per hour**. This hourly fee is determined by a formula of costs, which, in part, takes into consideration the financial responsibilities incurred by Linn County, as they relate to the provision of law enforcement services to the City of Ely. Such financial responsibilities include, but are not limited to:
 - ◆ Salaries and fringe benefits of the Deputy Sheriff;
 - ◆ Payments for support services and overhead costs;
 - ◆ Maintenance of cost accounting records and the issuance of financial reports; and
 - ◆ Equipment costs, depreciation, and other direct and indirect costs.

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

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

- 13) Revenues generated by the law enforcement activities of the Deputy Sheriffs shall be disposed of according to procedures established in the Code of Iowa.
- 14) In the event of a lawsuit arising from the provision of law enforcement services against the Linn County Sheriff and/or any of his or her employees under the terms of this contract, Linn County shall defend the Sheriff and his or her employees.
- 15) In the event of a lawsuit challenging the constitutionality of any ordinance of the City of Ely which is enforced by the Linn County Sheriff as set forth herein, the City of Ely shall defend the constitutionality of said ordinance.
- 16) Should Linn County, the Linn County Sheriff, and any of his or her employees abiding by the terms of this Contract be found liable in a lawsuit, provisions for payment of compensation shall be made according to the Court;
- 17) Should a tort action be taken against the Linn County Sheriff and/or any of his or her employees, Linn County shall be responsible for indemnifying its officers according to Chapter 631A of the Code of Iowa.
- 18) Once this Agreement has been entered into, amendments and/or modifications shall not be made unless mutually agreed upon by all parties, and then in such case, the current Agreement shall be terminated and shall be replaced by the amended and/or modified Agreement.
- 19) In the event of default by any party subject to this Agreement, any other party subject to this Agreement shall have the right to pursue any course of legal action, which is allowed by law.
- 20) Either party may terminate this Agreement by giving the other party ninety (90) days written notice of its intention to terminate said Agreement.
- 21) This Agreement is effective on the 1st day of July, 2023, and continues in effect until the 30th day of June, 2024, or terminated in accordance with the provisions for termination as set out herein.

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

Linn County, Iowa

Linn County Sheriff

Chairperson

Linn County Board
of Supervisors

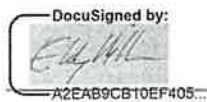
Date



Sheriff of Linn County



Date

DocuSigned by:

A2EAB9CB10EF405...

Mayor for the City of Ely

12/6/2022

Date

Linn County Sheriff's Office
FY 24
Contract for Law Enforcement Services

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

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

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

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

- 1) Linn County through its Sheriff's Office, will have a Deputy Sheriff on duty in the City of Fairfax, for 18 hours per week, at times determined by the Sheriff's Office.
- 2) Linn County through its Sheriff's Office, will at all times, answer calls for law enforcement service in the City of Fairfax at no additional charge beyond what is called for under the terms of this contract.
- 3) In consideration of the services set forth herein, the City of Fairfax, agrees to pay to Linn County the sum of **Forty Dollars (\$40.00) per hour**. This hourly fee is determined by a formula of costs, which, in part, takes into consideration the financial responsibilities incurred by Linn County, as they relate to the provision of law enforcement services to the City of Fairfax. Such financial responsibilities include, but are not limited to:
 - ◆ Salaries and fringe benefits of the Deputy Sheriff;
 - ◆ Payments for support services and overhead costs;
 - ◆ Maintenance of cost accounting records and the issuance of financial reports;
and
 - ◆ Equipment costs, depreciation, and other direct and indirect costs.

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

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

- 13) Revenues generated by the law enforcement activities of the Deputy Sheriffs shall be disposed of according to procedures established in the Code of Iowa.
- 14) In the event of a lawsuit arising from the provision of law enforcement services against the Linn County Sheriff and/or any of his or her employees under the terms of this contract, Linn County shall defend the Sheriff and his or her employees.
- 15) In the event of a lawsuit challenging the constitutionality of any ordinance of the City of Fairfax which is enforced by the Linn County Sheriff as set forth herein, the City of Fairfax shall defend the constitutionality of said ordinance.
- 16) Should Linn County, the Linn County Sheriff, and any of his or her employees abiding by the terms of this Contract be found liable in a lawsuit, provisions for payment of compensation shall be made according to the Court;
- 17) Should a tort action be taken against the Linn County Sheriff and/or any of his or her employees, Linn County shall be responsible for indemnifying its officers according to Chapter 631A of the Code of Iowa.
- 18) Once this Agreement has been entered into, amendments and/or modifications shall not be made unless mutually agreed upon by all parties, and then in such case, the current Agreement shall be terminated and shall be replaced by the amended and/or modified Agreement.
- 19) In the event of default by any party subject to this Agreement, any other party subject to this Agreement shall have the right to pursue any course of legal action, which is allowed by law.
- 20) Either party may terminate this Agreement by giving the other party ninety (90) days written notice of its intention to terminate said Agreement.
- 21) This Agreement is effective on the 1st day of July, 2023, and continues in effect until the 30th day of June, 2024, or terminated in accordance with the provisions for termination as set out herein.

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

Linn County, Iowa

Linn County Sheriff

Chairperson

Linn County Board
of Supervisors

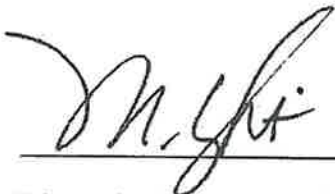
Date



Sheriff of Linn County

Date

5-1-23



Mayor for the City of Fairfax
Pro Tempore

3-24-2023

Date

Linn County Sheriff's Office
FY 24
Contract for Law Enforcement Services

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

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

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

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

- 1) Linn County through its Sheriff's Office, will have a Deputy Sheriff on duty in the City of Palo, for 87 hours per ~~week~~ *month*, at times determined by the Sheriff's Office.
- 2) Linn County through its Sheriff's Office, will at all times, answer calls for law enforcement service in the City of Palo at no additional charge beyond what is called for under the terms of this contract.
- 3) In consideration of the services set forth herein, the City of Palo, agrees to pay to Linn County the sum of **Forty Dollars (\$40.00) per hour**. This hourly fee is determined by a formula of costs, which, in part, takes into consideration the financial responsibilities incurred by Linn County, as they relate to the provision of law enforcement services to the City of Palo. Such financial responsibilities include, but are not limited to:
 - ◆ Salaries and fringe benefits of the Deputy Sheriff;
 - ◆ Payments for support services and overhead costs;
 - ◆ Maintenance of cost accounting records and the issuance of financial reports; and
 - ◆ Equipment costs, depreciation, and other direct and indirect costs.

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

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

- 13) Revenues generated by the law enforcement activities of the Deputy Sheriffs shall be disposed of according to procedures established in the Code of Iowa.
- 14) In the event of a lawsuit arising from the provision of law enforcement services against the Linn County Sheriff and/or any of his or her employees under the terms of this contract, Linn County shall defend the Sheriff and his or her employees.
- 15) In the event of a lawsuit challenging the constitutionality of any ordinance of the City of Palo which is enforced by the Linn County Sheriff as set forth herein, the City of Palo shall defend the constitutionality of said ordinance.
- 16) Should Linn County, the Linn County Sheriff, and any of his or her employees abiding by the terms of this Contract be found liable in a lawsuit, provisions for payment of compensation shall be made according to the Court;
- 17) Should a tort action be taken against the Linn County Sheriff and/or any of his or her employees, Linn County shall be responsible for indemnifying its officers according to Chapter 631A of the Code of Iowa.
- 18) Once this Agreement has been entered into, amendments and/or modifications shall not be made unless mutually agreed upon by all parties, and then in such case, the current Agreement shall be terminated and shall be replaced by the amended and/or modified Agreement.
- 19) In the event of default by any party subject to this Agreement, any other party subject to this Agreement shall have the right to pursue any course of legal action, which is allowed by law.
- 20) Either party may terminate this Agreement by giving the other party thirty (30) days written notice of its intention to terminate said Agreement.
- 21) This Agreement is effective on the 1st day of July 2023, and continues in effect until the 30th day of June, 2024, or terminated in accordance with the provisions for termination as set out herein.

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

Linn County, Iowa

Linn County Sheriff

Chairperson

Linn County Board
of Supervisors

Date



Sheriff of Linn County

Date

5-1-23



Mayor for the City of Palo

2-21-2023

Date

Linn County Sheriff's Office
FY 24
Contract for Law Enforcement Services

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

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

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

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

- 1) Linn County through its Sheriff's Office, will have a Deputy Sheriff on duty in the City of Prairieburg, for 9 hours per week, at times determined by the Sheriff's Office. *month*
- 2) Linn County through its Sheriff's Office, will at all times, answer calls for law enforcement service in the City of Prairieburg at no additional charge beyond what is called for under the terms of this contract.
- 3) In consideration of the services set forth herein, the City of Prairieburg, agrees to pay to Linn County the sum of **Forty Dollars (\$40.00) per hour**. This hourly fee is determined by a formula of costs, which, in part, takes into consideration the financial responsibilities incurred by Linn County, as they relate to the provision of law enforcement services to the City of Prairieburg. Such financial responsibilities include, but are not limited to:
 - ◆ Salaries and fringe benefits of the Deputy Sheriff;
 - ◆ Payments for support services and overhead costs;
 - ◆ Maintenance of cost accounting records and the issuance of financial reports; and
 - ◆ Equipment costs, depreciation, and other direct and indirect costs.

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

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

- 14) In the event of a lawsuit arising from the provision of law enforcement services against the Linn County Sheriff and/or any of his or her employees under the terms of this contract, Linn County shall defend the Sheriff and his or her employees.
- 15) In the event of a lawsuit challenging the constitutionality of any ordinance of the City of Prairieburg which is enforced by the Linn County Sheriff as set forth herein, the City of Prairieburg shall defend the constitutionality of said ordinance.
- 16) Should Linn County, the Linn County Sheriff, and any of his or her employees abiding by the terms of this Contract be found liable in a lawsuit, provisions for payment of compensation shall be made according to the Court;
- 17) Should a tort action be taken against the Linn County Sheriff and/or any of his or her employees, Linn County shall be responsible for indemnifying its officers according to Chapter 631A of the Code of Iowa.
- 18) Once this Agreement has been entered into, amendments and/or modifications shall not be made unless mutually agreed upon by all parties, and then in such case, the current Agreement shall be terminated and shall be replaced by the amended and/or modified Agreement.
- 19) In the event of default by any party subject to this Agreement, any other party subject to this Agreement shall have the right to pursue any course of legal action, which is allowed by law.
- 20) Either party may terminate this Agreement by giving the other party ninety (90) days written notice of its intention to terminate said Agreement.
- 21) This Agreement is effective on the 1st day of July, 2023, and continues in effect until the 30th day of June, 2024, or terminated in accordance with the provisions for termination as set out herein.

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

Linn County, Iowa

Linn County Sheriff

Chairperson

Linn County Board
of Supervisors

Date



Sheriff of Linn County

5-1-23

Date



Mayor for the City of Prairieburg

12/13/2022

Date

Linn County Sheriff's Office

FY 24

Contract for Law Enforcement Services

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

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

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

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

- 1) Linn County through its Sheriff's Office, will have a Deputy Sheriff on duty in the City of Springville, for 20 hours per week, at times determined by the Sheriff's Office.
- 2) Linn County through its Sheriff's Office, will at all times, answer calls for law enforcement service in the City of Springville at no additional charge beyond what is called for under the terms of this contract.
- 3) In consideration of the services set forth herein, the City of Springville, agrees to pay to Linn County the sum of **Forty Dollars (\$40.00) per hour**. This hourly fee is determined by a formula of costs, which, in part, takes into consideration the financial responsibilities incurred by Linn County, as they relate to the provision of law enforcement services to the City of Springville. Such financial responsibilities include, but are not limited to:
 - ◆ Salaries and fringe benefits of the Deputy Sheriff;
 - ◆ Payments for support services and overhead costs;
 - ◆ Maintenance of cost accounting records and the issuance of financial reports; and
 - ◆ Equipment costs, depreciation, and other direct and indirect costs.

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

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

- 14) In the event of a lawsuit arising from the provision of law enforcement services against the Linn County Sheriff and/or any of his or her employees under the terms of this contract, Linn County shall defend the Sheriff and his or her employees.
- 15) In the event of a lawsuit challenging the constitutionality of any ordinance of the City of Springville which is enforced by the Linn County Sheriff as set forth herein, the City of Springville shall defend the constitutionality of said ordinance.
- 16) Should Linn County, the Linn County Sheriff, and any of his or her employees abiding by the terms of this Contract be found liable in a lawsuit, provisions for payment of compensation shall be made according to the Court;
- 17) Should a tort action be taken against the Linn County Sheriff and/or any of his or her employees, Linn County shall be responsible for indemnifying its officers according to Chapter 631A of the Code of Iowa.
- 18) Once this Agreement has been entered into, amendments and/or modifications shall not be made unless mutually agreed upon by all parties, and then in such case, the current Agreement shall be terminated and shall be replaced by the amended and/or modified Agreement.
- 19) In the event of default by any party subject to this Agreement, any other party subject to this Agreement shall have the right to pursue any course of legal action, which is allowed by law.
- 20) Either party may terminate this Agreement by giving the other party ninety (90) days written notice of its intention to terminate said Agreement.
- 21) This Agreement is effective on the 1st day of July, 2023, and continues in effect until the 30th day of June, 2024, or terminated in accordance with the provisions for termination as set out herein.

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

Linn County, Iowa

Linn County Sheriff

Chairperson

Linn County Board
of Supervisors

Date



Sheriff of Linn County

Date



Mayor for the City of Springville

12/21/2022

Date

Linn County Sheriff's Office
FY 24
Contract for Law Enforcement Services

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

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

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

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

- 1) Linn County through its Sheriff's Office, will have a Deputy Sheriff on duty in the City of Walford, for 20 hours per week, at times determined by the Sheriff's Office.
- 2) Linn County through its Sheriff's Office, will at all times, answer calls for law enforcement service in the City of Walford at no additional charge beyond what is called for under the terms of this contract.
- 3) In consideration of the services set forth herein, the City of Walford, agrees to pay to Linn County the sum of **Forty Dollars (\$40.00) per hour**. This hourly fee is determined by a formula of costs, which, in part, takes into consideration the financial responsibilities incurred by Linn County, as they relate to the provision of law enforcement services to the City of Walford. Such financial responsibilities include, but are not limited to:
 - ◆ Salaries and fringe benefits of the Deputy Sheriff;
 - ◆ Payments for support services and overhead costs;
 - ◆ Maintenance of cost accounting records and the issuance of financial reports; and
 - ◆ Equipment costs, depreciation, and other direct and indirect costs.

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

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

- 13) Revenues generated by the law enforcement activities of the Deputy Sheriffs shall be disposed of according to procedures established in the Code of Iowa.
- 14) In the event of a lawsuit arising from the provision of law enforcement services against the Linn County Sheriff and/or any of his or her employees under the terms of this contract, Linn County shall defend the Sheriff and his or her employees.
- 15) In the event of a lawsuit challenging the constitutionality of any ordinance of the City of Walford which is enforced by the Linn County Sheriff as set forth herein, the City of Walford shall defend the constitutionality of said ordinance.
- 16) Should Linn County, the Linn County Sheriff, and any of his or her employees abiding by the terms of this Contract be found liable in a lawsuit, provisions for payment of compensation shall be made according to the Court;
- 17) Should a tort action be taken against the Linn County Sheriff and/or any of his or her employees, Linn County shall be responsible for indemnifying its officers according to Chapter 631A of the Code of Iowa.
- 18) Once this Agreement has been entered into, amendments and/or modifications shall not be made unless mutually agreed upon by all parties, and then in such case, the current Agreement shall be terminated and shall be replaced by the amended and/or modified Agreement.
- 19) In the event of default by any party subject to this Agreement, any other party subject to this Agreement shall have the right to pursue any course of legal action, which is allowed by law.
- 20) Either party may terminate this Agreement by giving the other party ninety (90) days written notice of its intention to terminate said Agreement.
- 21) This Agreement is effective on the 1st day of July, 2023, and continues in effect until the 30th day of June, 2024, or terminated in accordance with the provisions for termination as set out herein.

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

Linn County, Iowa

Linn County Sheriff

Chairperson

Linn County Board
of Supervisors

Date



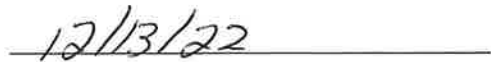
Sheriff of Linn County



Date



Mayor for the City of Walford



Date

Linn County Sheriff's Office

FY 24

Contract for Law Enforcement Services

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

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

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

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

- 1) Linn County through its Sheriff's Office, will have a Deputy Sheriff on duty in the City of Walker, for 14 hours per week, at times determined by the Sheriff's Office.
- 2) Linn County through its Sheriff's Office, will at all times, answer calls for law enforcement service in the City of Walker at no additional charge beyond what is called for under the terms of this contract.
- 3) In consideration of the services set forth herein, the City of Walker, agrees to pay to Linn County the sum of **Forty Dollars (\$40.00) per hour**. This hourly fee is determined by a formula of costs, which, in part, takes into consideration the financial responsibilities incurred by Linn County, as they relate to the provision of law enforcement services to the City of Walker. Such financial responsibilities include, but are not limited to:
 - ◆ Salaries and fringe benefits of the Deputy Sheriff;
 - ◆ Payments for support services and overhead costs;
 - ◆ Maintenance of cost accounting records and the issuance of financial reports; and
 - ◆ Equipment costs, depreciation, and other direct and indirect costs.

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

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

- 13) Revenues generated by the law enforcement activities of the Deputy Sheriffs shall be disposed of according to procedures established in the Code of Iowa.
- 14) In the event of a lawsuit arising from the provision of law enforcement services against the Linn County Sheriff and/or any of his or her employees under the terms of this contract, Linn County shall defend the Sheriff and his or her employees.
- 15) In the event of a lawsuit challenging the constitutionality of any ordinance of the City of Walker which is enforced by the Linn County Sheriff as set forth herein, the City of Walker shall defend the constitutionality of said ordinance.
- 16) Should Linn County, the Linn County Sheriff, and any of his or her employees abiding by the terms of this Contract be found liable in a lawsuit, provisions for payment of compensation shall be made according to the Court;
- 17) Should a tort action be taken against the Linn County Sheriff and/or any of his or her employees, Linn County shall be responsible for indemnifying its officers according to Chapter 631A of the Code of Iowa.
- 18) Once this Agreement has been entered into, amendments and/or modifications shall not be made unless mutually agreed upon by all parties, and then in such case, the current Agreement shall be terminated and shall be replaced by the amended and/or modified Agreement.
- 19) In the event of default by any party subject to this Agreement, any other party subject to this Agreement shall have the right to pursue any course of legal action, which is allowed by law.
- 20) Either party may terminate this Agreement by giving the other party ninety (90) days written notice of its intention to terminate said Agreement.
- 21) This Agreement is effective on the 1st day of July, 2023, and continues in effect until the 30th day of June, 2024, or terminated in accordance with the provisions for termination as set out herein.

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

Linn County, Iowa

Linn County Sheriff

Chairperson

Linn County Board
of Supervisors

Date



Sheriff of Linn County

5-1-23

Date



Mayor for the City of Walker

12-13-22

Date



April 18, 2023

Attn: Steve Nunemaker
935 2nd street south west
Cedar Rapids, Iowa 52404

RE: HVAC Service Agreement for the Carrier chiller at the Linn County Jail

Dear Steve,

We are pleased to offer the following proposal for scheduled maintenance and service agreement for your HVAC equipment at above sites as follows:

Job Site: Linn County Jail
Covered Equipment

- Carrier: 30HXA water cooled screw chiller
- Carrier 30HXA air cooled chiller

Scope of Service:

Setpoint Mechanical Services will provide three (3) inspections on the Carrier Chiller equipment with NO condenser cleaning.

The inspections will include, but not be limited to:

- Review "Fault History" with building engineer
- Measure and verify power voltage
- Calibrate flow switches, sensors and transducers
- Measure and verify volts/amps of running compressors
- Check for refrigerant and oil leaks.
- Check water pressure drop
- Check accuracy of sensors
- Check flow switch operation
- Measure and verify refrigerant charge; check superheat and sub-cooling
- Record operating conditions
- Check Microprocessor settings for proper set points.
- Visually check electrical connections
- Annually, check and tighten electrical connections
- Visually inspect the cooling tower and fan operation
- Clean starters
- Touch up paint if necessary



Other Features of the Agreement

- Priority status for emergencies and trouble calls
- Fixed labor rate of \$150.00 per hour for trouble calls and repairs, 24 x 7 service available at 1.5 times the hourly rate.
- Trip charge of \$90.00 will apply to any trouble or emergency calls.
- 10% discount on parts

Proposed Price: \$3875.00 plus any applicable taxes

Invoices for the scheduled maintenance program, as described above, will be issued annually for \$ **3875.00**. Pricing will remain in effect for a period of two years starting 7-1-2023 and ending on 6-30-2024.

This agreement shall be considered as being in full force and effective from the date of signing unless cancelled on 30-day's notice in writing by either party prior to the renewal date.

Please feel free to contact us should you have any questions regarding our proposal. You may start the maintenance program immediately by returning a signed copy of the agreement to my attention.

Thank you for the opportunity to be of service to Linn County.

Regards,

Don Shumaker
Operations Manager
515-829-7538 cell
Don@setpointmech.com

Accepted by: _____

for Linn County

Date: _____



April 18, 2023

Attn: Steve Nunemaker
935 2nd st SW
Cedar Rapids, Iowa 52404

Dear Steve,

We are pleased to offer the following proposal for scheduled maintenance and service agreement for your HVAC equipment at above sites as follows:

Job Site: Linn County Court House

Covered Equipment: Smardt: SAA054-2BG6-3A4V air cooled magnetic bearing chiller

Scope of Service: Setpoint Mechanical Services will provide three (3) inspections on the Chiller equipment with one condenser cleaning.

The inspections will include, but not be limited to:

- Review "Fault History" with building engineer
- Measure and verify power voltage
- Calibrate flow switches, sensors and transducers
- Calibrate Bearings if needed
- Measure and verify volts/amps of running compressors
- Check for refrigerant leaks.
- Check water pressure drop
- Check accuracy of sensors
- Provide operational analysis report on each compressor to Smardt and owner
- Maintain all records for warranty verification
- Check flow switch operation
- Measure and verify refrigerant charge; check superheat and sub-cooling
- Record operating conditions
- Check Microprocessor settings for proper set points.
- Visually check electrical connections
- Annually, check and tighten electrical connections
- Visually inspect and test condenser fan operation
- Clean starters
- Touch up paint if necessary

Setpoint Mechanical Services
8951 Thomas Avenue – Johnston, IA 50131



Other Features of the Agreement

- Priority status for emergencies and trouble calls
- Fixed labor rate of \$150.00 per hour for trouble calls and repairs, 24 x 7 service available at 1.5 times the hourly rate
- Trip charge of \$90.00 will apply to any trouble or emergency call.
- 10% discount on parts

Proposed Price: \$4768.00

Invoices for the scheduled maintenance program, as described above, will be issued annually. Pricing will remain in effect for a period of two years. Contract will run 7-1-2023 through 6-30-2024. This agreement shall be considered as being in full force and effective from the date of signing unless cancelled on 30-day's notice in writing by either party prior to the renewal date. Please feel free to contact us should you have any questions regarding our proposal. You may start the maintenance program immediately by returning a signed copy of the agreement to my attention.

Thank you for the opportunity to serve Linn County.

Regards,
Don Shumaker
Operations Manager
515-829-7538 cell
Don@setpointmech.com

Accepted by

Title

Date

SMARTD



Setpoint Mechanical Services
8951 Thomas Avenue – Johnston, IA 50131



April 18, 2023

Attn: Steve Nunemaker
935 2nd street south west
Cedar Rapids, Iowa 52404

RE: HVAC Service Agreement for the Carrier chillers at the Linn County Juvenile Detention Center.

Dear Steve,

We are pleased to offer the following proposal for scheduled maintenance and service agreement for your HVAC equipment at above sites as follows:

Job Site: Linn County Juvenile Detention Center
Covered Equipment

- Carrier: 30HX water cooled chiller
- Carrier 30HX water cooled chiller

Scope of Service:

Setpoint Mechanical Services will provide two (2) inspections on the Carrier Chiller equipment with NO condenser cleaning.

The inspections will include, but not be limited to:

- Review "Fault History" with building engineer
- Measure and verify power voltage
- Calibrate flow switches, sensors and transducers
- Measure and verify volts/amps of running compressors
- Check for refrigerant and oil leaks.
- Check water pressure drop
- Check accuracy of sensors
- Check flow switch operation
- Measure and verify refrigerant charge; check superheat and sub-cooling
- Record operating conditions
- Check Microprocessor settings for proper set points.
- Visually check electrical connections
- Annually, check and tighten electrical connections
- Visually inspect the cooling tower and fan operation
- Clean starters
- Touch up paint if necessary
- Provide laboratory oil analysis on each compressor



Other Features of the Agreement

- Priority status for emergencies and trouble calls
- Fixed labor rate of \$150.00.00 per hour for trouble calls and repairs, 24 x 7 service.
- Trip charge of \$90.00 will apply to any trouble or emergency calls.
- 10% discount on parts

Proposed Price: \$2580.00 plus any applicable taxes

Invoices for the scheduled maintenance program, as described above, will be issued annually for **\$2580.00**. Pricing will remain in effect for a period of two years. Contract runs from 7-1-2023 through 6-30-2024.

This agreement shall be considered as being in full force and effective from the date of signing unless cancelled on 30-day's notice in writing by either party prior to renewal date.

Please feel free to contact us should you have any questions regarding our proposal. You may start the maintenance program immediately by returning a signed copy of the agreement to my attention.

Thank you for the opportunity to be of service to Linn County.

Regards,

Don Shumaker
Operations Manager
515-829-7538 cell
Don@setpointmech.com

Accepted by: _____
for Linn County



April 18, 2023

Attn: Steve Nunemaker
935 2nd street south west
Cedar Rapids, Iowa 52404

RE: HVAC Service Agreement for the York Condensing unit and Air handler at the Linn County Juvenile Justice Center.

Dear Steve,

We are pleased to offer the following proposal for scheduled maintenance and service agreement for your HVAC equipment at above sites as follows:

Job Site: Linn County Juvenile Justice Center
211 Eighth Ave. SW
Cedar Rapids, Iowa

Covered Equipment

- York Condensing unit M/N YLUA0098YE46XBABTXHT

Scope of Service:

Setpoint Mechanical Services will provide two (2) inspections on the York equipment with NO condenser cleaning.

The inspections will include, but not be limited to:

- Review "Fault History" with building engineer
- Measure and verify power voltage
- Calibrate flow switches, sensors and transducers
- Measure and verify volts/amps of running compressors
- Check for refrigerant and oil leaks.
- Check water pressure drop
- Check accuracy of sensors
- Check air flow on AHU
- Measure and verify refrigerant charge; check superheat and sub-cooling
- Record operating conditions
- Check Microprocessor settings for proper set points.
- Visually check electrical connections
- Annually, check and tighten electrical connections
- Visually inspect the cooling tower and fan operation
- Clean starters
- Check Drier pressure drops
- Provide service ticket with notes and recommendations

Setpoint Mechanical Services
8951 Thomas Avenue – Johnston, IA 50131



Other Features of the Agreement

- Priority status for emergencies and trouble calls
- Fixed labor rate of \$150.00 per hour for trouble calls and repairs, 24 x 7 services available at 1.5 the hourly rate.
- Trip charge of \$90.00 will apply to any trouble or emergency calls.
- 10% discount on parts

Proposed Price: \$2280.00 plus any applicable taxes

Invoices for the scheduled maintenance program, as described above, will be issued annually for **\$2280.00**. Pricing will remain in effect for a period of two years. Contract runs from 7-1-2023 through 6-30-2024.

This agreement shall be considered as being in full force and effective from the date of signing unless cancelled on 30-day's notice in writing by either party prior to renewal date.

Please feel free to contact us should you have any questions regarding our proposal. You may start the maintenance program immediately by returning a signed copy of the agreement to my attention.

Thank you for the opportunity to be of service to Linn County.

Regards,

Don Shumaker
Operations Manager
515-829-7538 cell
Don@setpointmech.com

Accepted by: _____
for Linn County



April 18, 2023

Attn: Steve Nunemaker
935 2nd street south west
Cedar Rapids, Iowa 52404

RE: HVAC Service Agreement for the Trane chillers at the Linn County Sheriff's Department.

Dear Steve,

We are pleased to offer the following proposal for scheduled maintenance and service agreement for your HVAC equipment at above sites as follows:

Job Site: Linn County Sheriff's Department

Covered Equipment

- Trane: RAUCC water cooled chiller
- Trane: RAUCC water cooled chiller

Scope of Service:

Setpoint Mechanical Services will provide two (2) inspections on the Trane Chiller equipment with (1) condenser cleaning.

The inspections will include, but not be limited to:

- Review "Fault History" with building engineer
- Measure and verify power voltage
- Calibrate flow switches, sensors and transducers
- Measure and verify volts/amps of running compressors
- Check for refrigerant and oil leaks.
- Check water pressure drop
- Check accuracy of sensors
- Check flow switch operation
- Measure and verify refrigerant charge; check superheat and sub-cooling
- Record operating conditions
- Check Microprocessor settings for proper set points.
- Visually check electrical connections
- Annually, check and tighten electrical connections
- Visually inspect the cooling tower and fan operation
- Clean starters
- Clean condensers once per season
- Touch up paint if necessary



Other Features of the Agreement

- Priority status for emergencies and trouble calls
- Fixed labor rate of \$150.00 per hour for trouble calls and repairs, 24 x 7 service available at 1.5 times the hourly rate.
- Trip charge of \$90.00 will apply to any trouble or emergency calls.
- 10% discount on parts

Proposed Price: \$3750.00 plus any applicable taxes

Invoices for the scheduled maintenance program, as described above, will be issued annually for **\$3750.00**. Pricing will remain in effect for a period of one year. Contract will run from 7-1-2023 through 6-30-2024.

This agreement shall be considered as being in full force and effective from the date of signing unless cancelled on 30-day's notice in writing by either party prior to renewal date.

Please feel free to contact us should you have any questions regarding our proposal. You may start the maintenance program immediately by returning a signed copy of the agreement to my attention.

Thank you for the opportunity to be of service to Linn County.

Regards,

Don Shumaker
Operations Manager
515-829-7538 cell
Don@setpointmech.com

Accepted by: _____

for Linn County

Date: _____

Prepared By: Linn County Secondary Road Dept., 1888 County Home Rd, Marion, IA 52302, (319)892-6400
Return To: Linn County Auditor, 935 2nd Street SE, Cedar Rapids, IA 52404, (319)892-5300

COUNTY AND CITY PROJECT AGREEMENT

This agreement entered into this _____ day of _____, by and between Linn County, Iowa, hereinafter referred to as County, and the City of Bertram, hereinafter referred to as City.

WHEREAS, both the County and the City are a public agency as is defined by Section 28E.2 of the Code of Iowa, and

WHEREAS, Section 28E.3 of the Code of Iowa provides that any power or powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly by a public agency of the State of Iowa having such power or powers, and

WHEREAS, it is proposed, that the County plan, design, let for bidding, and inspect a contracted maintenance project to repair with hot mix asphalt (HMA) the existing pavement, shoulder, and apply pavement markings at the shared intersection of Bertram Street and Lake Terrace Road, and

WHEREAS, the City Council and the County Board of Supervisors have informed themselves as to the proposed improvement.

IT IS NOW AGREED that the City of Bertram and Linn County enter into an agreement pursuant to Chapter 28E of the Code of Iowa providing for cooperative action pursuant to the proposed roadway maintenance project and, said cooperative actions include the following:

- 1) **SCOPE OF WORK** - Design, let and construct improvements to Bertram Street and Lake Terrace Road per plans and specifications produced by the Linn County Engineer. Work is to include asphalt pavement repair, granular shoulder, pavement marking, staking, and inspection.
- 2) **DURATION** - This Agreement shall commence on the date that both parties sign this agreement and shall continue thereafter until the final completion of the project and settlement of the financial conditions of this agreement.
- 3) **PURPOSE** - The purpose of this Agreement is to accomplish the proposed project as described herein in accordance with the aforesaid scope of work and in agreement with conditions specified in this Agreement.

- 4) ADMINISTRATION - The County shall be responsible for the administration of this project.
- 5) The City and County agree to save and indemnify and keep harmless, each other against all liabilities, judgments, costs, and expenses which may in any way come against the County or City or which in any way result from carelessness or neglect of either party or its agents, employees, or workmen in any respect whatsoever.
- 6) The City and County agree to indemnify and hold each other, their employees and agents, wholly harmless from any damages, claims, demands, or suits by any person or persons arising out of any acts or omissions by the City or County, its agents, servants or employees in the course of any work done in connection with any of the matters set forth in this agreement.
- 7) FINANCING - The County shall initially finance the cost of the project. The City shall reimburse the County for the actual cost of construction based on proposed plans and attached project estimate for the portion of the project within their corporate limits as they exist at the time the project is complete. Due to the simplicity and the small amount of work being completed, an administration fee will not be charged. Payment shall be made within 30 days of receipt of detailed invoice.
- 8) TERMINATION: -
 - a) This Agreement shall be considered binding upon the City and the County and shall not be terminated until provisions of paragraph 8b are met after actual work has begun on the project.
 - b) This agreement will be terminated upon final acceptance of the work by the City and final settlement of the financial conditions set forth in paragraph 7 thereof.

Executed by Linn County on the _____ day of _____, _____, and by the City of
~~Central City~~ on the _____ day of _____, _____.
 Bertram

BOARD OF SUPERVISORS
 LINN COUNTY, IOWA

CITY OF BERTRAM

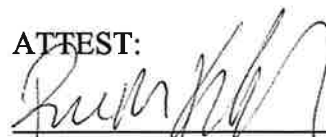

 Steven E. Carpenter
 Mayor Pro Tem

Mayer Pro Temp
 Sign Up Here

ATTEST:

 LINN COUNTY AUDITOR

ATTEST:



 CITY OF BERTRAM - CITY CLERK

City Clerk
 signs



AIA® Document G701® – 2017

Change Order

PROJECT: <i>(Name and address)</i> Linn County Secondary Roads District #1 Shop - Phase 2 Project 2300 Block Covington Road Palo, IA 52324	CONTRACT INFORMATION: Contract For: General Construction Date: March 27, 2023	CHANGE ORDER INFORMATION: Change Order Number: 001 Date: April 19, 2023
OWNER: <i>(Name and address)</i> Linn County Board of Supervisors 935 2nd Street SW Cedar Rapids, IA 52404	ARCHITECT: <i>(Name and address)</i> Martin Gardner Architecture, P.C. 700 11th Street Suite 200 Marion, IA 52302	CONTRACTOR: <i>(Name and address)</i> Garling Construction, Inc. 1120 11th Street Belle Plaine, IA 52208

THE CONTRACT IS CHANGED AS FOLLOWS:

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

This is a no cost change order to replace the attached AIA Document A201 - 2017 General Conditions of the Contract for Construction in lieu of the document that was incorporated in the Project Specifications.

The original Contract Sum was	\$ 3,287,000.00
The net change by previously authorized Change Orders	\$ 0.00
The Contract Sum prior to this Change Order was	\$ 3,287,000.00
The Contract Sum will be unchanged by this Change Order in the amount of	\$ 0.00
The new Contract Sum including this Change Order will be	\$ 3,287,000.00

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

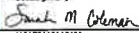
The new date of Substantial Completion will be by February 28, 2024, with Final Completion no later than March 30, 2024.

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.

Martin Gardner Architecture, P.C.

ARCHITECT *(Firm name)*

Digitally signed by

SIGNATURE

Sarah Coleman, AIA, Senior Project
Manager and Architect

PRINTED NAME AND TITLE

4/19/2023 | 15:45:29 CDT

DATE

Garling Construction, Inc.

CONTRACTOR *(Firm name)*

Digitally signed by

SIGNATURE

Troy Pins, President

PRINTED NAME AND TITLE

4/25/2023 | 09:21:30 PDT

DATE

Linn County Board of Supervisors

OWNER *(Firm name)*

SIGNATURE

Louis J. Zumbach, Chair Board of
Supervisors

PRINTED NAME AND TITLE

DATE

This Memorandum of Understanding (hereinafter “MOU”) is entered into between Linn County Mental Health Access Center and Mental Health/Disability Services of the East Central Region (ECR).

- I. **Funding of Mental Health and Disability Services.** This MOU establishes an agreement between Linn County Mental Health Access Center and ECR for the funding of expenditures for mental health and disability services within the guidelines provided.

In consideration, the following responsibilities are assumed by the participating agencies:

Agency Responsibilities. Linn County Mental Health Access Center, hereinafter referred to as Contractor, agrees to:

- a. Return the signed MOU to Chelle Kloodwyk at mkloodwyk@ecriowa.us.
- b. Submit an invoice, copy of this MOU, and receipts/supporting documentation no later than **July 31, 2023**. **If invoices are not received by this date, the funds will be forfeited. Invoices, MOU, and receipts are to be sent either**
 - i. By mail to: MH/DS of the ECR 210 5th Ave. NE, Independence, IA 50644 or
 - ii. By email to claims@ecriowa.us
- c. Spend all approved funds between **July 1, 2022 and June 30th, 2023**. No purchases outside of this timeframe will be reimbursed. Trainings must occur prior to June 30th, 2023. Cost for memberships, contracts, service agreements, etc. may not exceed one year.
- d. Return any unauthorized funds should it be determined through the course of an audit that it was found to be an unauthorized use of such funds.
- e. Use any items purchased under this grant as efficiently and effectively as possible and make every reasonable effort to ensure the commitment of public funds obtains the most value for the money spent.
- f. Ensure that all items purchased are located in an office within one of the ECR counties. The recipient further agrees that all workforce funds are utilized for staff who serve individuals living in one of the ECR counties.
- g. Certify that this funding is not duplicative of other funding received.

ECR Responsibilities. ECR agrees to:

- a. Pay requested funds when invoiced with receipts and a copy of the MOU after the application and MOU are approved and funds are expended.
- b. Follow the ECR Management Plan Policies and Procedures for payment of services: J. Service Provider Payment Provisions (p. 27).

- II. **Termination.** This MOU will end June 30th, 2023 unless terminated earlier in writing by any party for its convenience upon sixty (60) days prior written notice to the other party. The agreement is subject to revision due to legislation, updated federal or state guidance, change in operating practices and policies of the involved parties, or other factors, as agreed to by the involved parties. It may be amended by mutual written agreement of the parties.
- III. **Indemnification.** Each party agrees to hold harmless all other parties (including its officers, agents and employees) from and against any and all claims, demands, liabilities and costs incurred by the indemnified party, including reasonable attorney’s fees, directly or indirectly arising out of or in connection with the

indemnifying party's performance, or any service, or any other act or omission by or under the direction of the indemnifying party, or its officers, agents or employees.

IV. Approved Expenditures.

OPERATIONAL/TECHNOLOGY ENHANCEMENTS, WORKFORCE ASSISTANCE, or SPECIAL PROJECT APPROVED

Category	Amount Approved	Brief description of item including length of service agreement/subscription/membership (if applicable)
Special Project	\$426,363	Actual losses July 1, 2022 – December 31, 2022
Total	\$426,363	

OTHER TERMS: Any technology device purchased under this grant will be the property of the grantee and may be checked out for individual use. For accountability purposes, grantee shall send a copy of receipt to the East Central Region upon payment of goods. The device(s) will be property of and retained by the grantee. All devices are considered fixed assets and may not be sold for cash value or used for purposes other than stated in the grantee's application. Retention and depreciation of the fixed asset will be in accordance with the agency's fixed asset policy and procedures or in the absence of a policy, the OMB guidance 200.439.

V. Items Denied: N/A

This agreement has been executed by the parties hereto, through their duly authorized officials, and the effective date of this agreement is the 27th day of April 2023.

MHDS of the ECR:

By: Dewey L. Hildebrandt

Print Name: Dewey Hildebrandt

Print Title: MHDS of the ECR Governing Board Chair

Date: April 27, 2023

Provider:

By: _____

Print Name: _____

Print Title: _____

Date: _____

Submit invoices with a copy of all receipts **and a copy of this MOU** to claims@ecriowa.us OR by mail to 210 5th Avenue NE, Independence, Iowa 50644 **no later than July 31st, 2023.**

VACANCY FORM

SELECT ONE:

☒ NEW POSITION

☐ REPLACEMENT

REPLACES: _____

SELECT ONE:

☐ NEW JOB CLASSIFICATION

☒ EXISTING JOB CLASSIFICATION

JOB TITLE: CUSTODIAN BGA1 10

DEPARTMENT: FACILITIES - 0112A

SHIFT/HOURS: PT2 M - F 5:00 - 11:00 PM

NUMBER OF POSITIONS: 1

VACANCY DATE: 5/2/23

NEW POSITION FUNDING SOURCE(S):

REASON TO ADD NEW POSITION (if

applicable): ☐ BUDGET OFFER

☐ GRANT FUNDING

☐ OTHER: _____

DURATION OF POSTING (must remain open a minimum of 10 days): Immediate

POSITION TYPE:

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

☐ ON-CALL/SUBSTITUTE ☐ GRANT-FUNDED

BARGAINING UNIT: ☐ Clerical ☒ Maintenance ☐ Para Professional ☐ Professional

☐ Attorneys ☐ Conservation ☐ Sergeants ☐ PPME

☐ NON-BARGAINING UNIT (Management and Confidential Employees)

APPROVED BY: Betsy May 5/2/23
DEPARTMENT HEAD (original signature required) DATE

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

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: _____ STARTING SALARY: _____

HR DIRECTOR COMMENTS: needed to cover FMLA leaves

FINANCE/BUDGET DIRECTOR COMMENTS: _____

APPROVED BY: Lisa D. Powell 5-4-23
HUMAN RESOURCES DIRECTOR DATE

APPROVED BY: Bearrows 5/5/23
FINANCE/BUDGET DIRECTOR DATE

APPROVED BY: _____
CHAIRPERSON/BOARD OF SUPERVISORS DATE