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

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

LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA

Wednesday, May 12, 2021
11 a.m.
Formal Board Room—Jean Oxley Public Service Center
935 2nd St. SW, Cedar Rapids, IA

Call to Order

Pledge of Allegiance

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

Consent Agenda

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

Approve and authorize Chair to sign three (3) Vacancy Forms requesting LPN Correctional Center Nurses for the Sheriff's Office

Reports

Receive and place on file Auditor's Quarterly Report for the quarter ending 3/31/21 in the amount of $39,928.60. Total Auditor transfer fees deposited by Recorder with the County Treasurer in the amount of $10,315.00.

Receive and place on file Sheriff's Quarterly Report for July 1 through September 30, 2020, totaling $1,558,129.

Receive and place on file Sheriff's Quarterly Report for October 1 through December 31, 2020, totaling $1,766,579.

Receive and place on file Sheriff's Quarterly Report for January 1 through March 31, 2021, totaling $1,563,741.

Resolutions

Resolution authorizing the transfer of a 2017 Ford Interceptor SUV, from the Sheriff's Office to the Foundation 2 Mental Health Liaison assigned to the Linn County Sheriff's Office

Resolution Approving Appointment of Special Prosecutor Linn County Attorney, Devra T Hake

Resolution Approving Appointment of Special Prosecutor Linn County Attorney, Jason D Norwood

Contract and Agreements

Approve and authorize Chair to sign a Palo Community Center Rental Agreement for the public meeting being held May 25, 2021 at 6:00 to discuss a solar lease process

Approve and authorize Chair to sign a Linn County Correctional Center Physicians' Service Agreement between Linn County and local physicians effective July 1, 2021 through June 30, 2023 at a rate of $575 per visit to the physicians and $30,000 yearly to Mercy Medical Center for non-payer patients referred by Linn County Correctional Center.

Approve and authorize Chair to sign a Linn County Correctional Center Medical Director Service Agreement between Linn County and Robert Braksiek, M.D. effective July 1, 2021 through June 30, 2023 in the amount of $50,700 annually.

Approve and authorize Chair to sign a renewal agreement between Linn County and the Juvenile Detention Medical Director effective July 1, 2021 through June 30, 2022 for an amount of $27,318.

Approve and authorize Chair to sign contract number JUV-19-CB-6-001, entitled Fourth Amendment to the Tracking, Monitoring & Intervention, between Linn County, State of Iowa Juvenile Court Services, and the Iowa Department of Human Services, effective July 1, 2021 through June 30, 2022 for an amount not to exceed $747,300.

Approve and authorize Chair to sign the Electronic Monitoring Agreement between Linn County and Juvenile Court Services for the 6th Judicial District Juvenile Court Services, effective July 1, 2021 through June 30, 2022 for an amount of $8.50 per day

Authorize Linn County Board of Supervisors Chair, to electronically sign Contract #5881HC08 Amendment #5, between the Iowa Department of Public Health and Linn County Community Services/Ryan White Program authorizing total contract amount for $764,828.00 in funding for contract year April 1, 2020 – March 31, 2021 for HIV Client Services Program.

Approve and authorize Chair to sign "Adopt-A-Roadside" for Mt Vernon Trailblazers to adopt Springville Rd from Hwy 151 to Secrist Rd.

Approve purchase order #PO99 for $10,507.36 to Lano Equipment Inc. for a snow plow for the Facilities Department.

Approve purchase order #PO108 for $35,430.36 to Star Food Service Equipment and Repair for a conveyor dishwasher for the Correctional Center.

Licenses & Permits

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes
Discuss and decide on meeting minutes.

Claims
Discuss and decide on claims.

Update on Linn County's response to COVID-19

Set public hearing date for Monday June 21, 2021 at 5:30 pm to establish a Secondary Road Assessment District to improve Wayside Circle with a two inch asphalt overlay for the entire length of Wayside Circle and four inch patching in three locations and driveway transitions involving concrete driveway panel removal and replacement at a cost of $118,185.00. The assessment district includes Blair Ridge Estates Addition lots 1-6 and lots 9-16 and Blair Ridge Estates 2nd Addition lots 1-2.

Discuss and decide on updating the Linn County Urban Renewal Plan to incorporate Tax Increment Financing into a portion of the Dows Farm development.

Discuss and decide on permit fee waiver extension for Derecho damaged structures.

Discuss and decide November general election ballot referendum for continuation of a 1% Local Option Sales Tax with identical revenue expenditures in unincorporated Linn County to commence July 1, 2024 thru June 30, 2034, upon expiration of the current 10-year 1% Local Option Sales Tax and provide direction to appropriate staff to prepare necessary ordinance and/or resolution for Board consideration.

Discuss and decide November general election ballot referendum to authorize gambling games at a casino to be developed in Linn County and provide direction to appropriate staff to prepare necessary resolution for Board Consideration.

Public hearing on the fiscal year 2021 proposed budget amendment

Discuss and decide on the fiscal year proposed 2021 budget amendment and adopt amended appropriations resolution.

Approve a Resolution Appointing Membership of the Temporary County Redistricting Commission

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

Board Member Reports

Legislative Update
Discuss and decide on action related to proposed legislation

Correspondence

Appointments

Adjournment

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

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

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

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

LinnCounty.org

VACANCY FORM

SELECT ONE:

☐ **NEW POSITION**

☑ **REPLACEMENT**

REPLACES: Bobbie Cox

SELECT ONE:

☐ **NEW JOB CLASSIFICATION**

☑ **EXISTING JOB CLASSIFICATION**

JOB TITLE: Correctional Center Nurse (LPN)

DEPARTMENT: Sheriff's Office

SHIFT/HOURS: 1500-2300 (Sat/Sun Off)

VACANCY DATE: 12/02/20

NUMBER OF POSITIONS: 1

REASON TO ADD NEW POSITION (if applicable):

☐ BUDGET OFFER

☐ GRANT FUNDING

☐ OTHER: _____

NEW POSITION FUNDING SOURCE(S):

Unfilled Nurse positions

POST TO INSIDE: ☑ YES ☐ NO

ADVERTISE: ☑ YES ☐ NO

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

POSITION TYPE:

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

☐ ON-CALL/SUBSTITUTE ☐ GRANT-FUNDED

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

☐ NON-BARGAINING UNIT (Management and Confidential Employees)

APPROVED BY: _____ _____
DEPARTMENT HEAD (original signature required) DATE

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: _____ STARTING SALARY: _____

HR DIRECTOR COMMENTS: _____

FINANCE/BUDGET DIRECTOR COMMENTS: _____

APPROVED BY: Lisa D. Powell 5-7-21
HUMAN RESOURCES DIRECTOR DATE

APPROVED BY: _____ 5/7/2021
FINANCE/BUDGET DIRECTOR DATE

APPROVED BY: _____ _____
CHAIRPERSON/BOARD OF SUPERVISORS DATE

LINN COUNTY HUMAN RESOURCES DEPARTMENT
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LinnCounty.org

VACANCY FORM

SELECT ONE:

☐ **NEW POSITION**

☑ **REPLACEMENT**
REPLACES: Rasheedah Washington

SELECT ONE:

☐ **NEW JOB CLASSIFICATION**

☑ **EXISTING JOB CLASSIFICATION**

JOB TITLE: Correctional Center Nurse (LPN) 1500-2300

DEPARTMENT: Sheriff's Office

SHIFT/HOURS: ~~0730-1530~~ Sat/Sun OFF

VACANCY DATE: 04/20/21

NUMBER OF POSITIONS: 1

REASON TO ADD NEW POSITION (if applicable):

☐ BUDGET OFFER

☐ GRANT FUNDING

☐ OTHER: _____

NEW POSITION FUNDING SOURCE(S):
Unfilled nurse positions

POST TO INSIDE: ☑ YES ☐ NO

ADVERTISE: ☑ YES ☐ NO

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

POSITION TYPE:

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

☐ ON-CALL/SUBSTITUTE ☐ GRANT-FUNDED

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

☐ NON-BARGAINING UNIT (Management and Confidential Employees)

APPROVED BY: _____ _____
DEPARTMENT HEAD (original signature required) DATE

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: _____ STARTING SALARY: _____

HR DIRECTOR COMMENTS: _____

FINANCE/BUDGET DIRECTOR COMMENTS: _____

APPROVED BY: Lisa D. Powell 5-7-21
HUMAN RESOURCES DIRECTOR DATE

APPROVED BY: _____ 5/7/2021
FINANCE/BUDGET DIRECTOR DATE

APPROVED BY: _____ _____
CHAIRPERSON/BOARD OF SUPERVISORS DATE

LINN COUNTY HUMAN RESOURCES DEPARTMENT
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CEDAR RAPIDS, IA 52404
PH: 319-892-5120 | FAX: 319-892-5129

LinnCounty.org

VACANCY FORM

SELECT ONE:

☐ **NEW POSITION**

☑ **REPLACEMENT**

REPLACES: Tia Finley

SELECT ONE:

☐ **NEW JOB CLASSIFICATION**

☑ **EXISTING JOB CLASSIFICATION**

JOB TITLE: Correctional Center Nurse (LPN)

DEPARTMENT: Sheriff's Office

SHIFT/HOURS: 0730-1530 Fri/Sat OFF

VACANCY DATE: 05/02/21

NUMBER OF POSITIONS: 1

REASON TO ADD NEW POSITION (if applicable):

☐ BUDGET OFFER

☐ GRANT FUNDING

☐ OTHER: _____

NEW POSITION FUNDING SOURCE(S):

unfilled Nurse position

POST TO INSIDE: ☑ YES ☐ NO

ADVERTISE: ☑ YES ☐ NO

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

POSITION TYPE:

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

☐ ON-CALL/SUBSTITUTE ☐ GRANT-FUNDED

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

☐ Attorneys ☐ Conservation ☐ Sergeants ☐ PPME

☐ NON-BARGAINING UNIT (Management and Confidential Employees)

APPROVED BY: _____ _____

DEPARTMENT HEAD (original signature required) DATE

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: _____ STARTING SALARY: _____

HR DIRECTOR COMMENTS: _____

FINANCE/BUDGET DIRECTOR COMMENTS: _____

APPROVED BY: Lisa D. Powell 5-7-21

HUMAN RESOURCES DIRECTOR DATE

APPROVED BY: _____ 5/7/2021

FINANCE/BUDGET DIRECTOR DATE

APPROVED BY: _____ _____

CHAIRPERSON/BOARD OF SUPERVISORS DATE

LINN COUNTY AUDITOR'S OFFICE
Joel Miller | Auditor
Rebecca Shoop | First Deputy

JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER
935 2ND ST. SW
CEDAR RAPIDS, IA 52404
PH: 319-892-5300
LinnCounty.org

AUDITOR'S QUARTERLY REPORT TO THE BOARD OF SUPERVISORS

January 1st, 2021 to March 31st, 2021

Election Reports	$	10.00
Election: Reimbursements of Local Elections	$	0.00
Election: Misc. Fees	$	0.00
Maps and Supplies	$	0.00
Grants:	$	(1,350.00)
Digital Data	$	0.00
Research Fees	$	0.00
Misc. Fees	$	10.00
Purchasing Card Rebate	$	40,993.60
Plat Survey Fees	$	190.00
Book and Materials	$	0.00
Liquor Licenses	$	75.00
Cigarette Permits	$	0.00
Total On Deposit with the County Treasurer	$	39,928.60
Total Auditor Transfer Fees Deposited by Recorder with the County Treasurer	$	$10,315.00

I, Joel Miller, Auditor of Linn County, Iowa, do hereby certify that the above information is a true and correct record of fees collected by me as Auditor, for the quarter ending March 31st, 2021.

Joel Miller, Linn County Auditor

7/14/2021
Date

RESOLUTION NO. 2021 - 5 -

A RESOLUTION DECLARING SURPLUS COUNTY PROPERTY AND AUTHORIZING ITS DISPOSAL

WHEREAS, the Linn County Sheriff's Office is in possession of a vehicle identified as:

2017 Ford Interceptor SUV VIN 1FM5K8AR8HGC90983 AKA 17FD03; and,

WHEREAS, said vehicle no longer meets the needs of the Linn County Sheriff's Office, but is still usable to another organization; and,

WHEREAS, Foundation 2 is a non-profit organization that will accept the transfer of ownership for said vehicle for use by the Foundation 2 mental health liaison assigned to the Linn County Sheriff's Office; and,

WHEREAS, it is in the best interest of the public to transfer ownership of said vehicle to Foundation 2 in exchange for One Dollar ($1.00).

BE IT THEREFORE RESOLVED the Linn County Board of Supervisors, this date met in lawful session, declares that the vehicle in possession of the Linn County Sheriff's Office identified as Ford Interceptor SUV, VIN 1FM5K8AR8HGC90983 is surplus property.

BE IT FURTHER RESOLVED the Linn County Board of Supervisors finds that there is no further public use for this property and authorizes the Linn County Sheriff's Office to transfer ownership of the same to Foundation 2 for One Dollar ($1.00) with the understanding that Foundation 2 accepts said vehicle "as is" without warranty, guarantee, or representation of any kind, expressed or implied, and assumes all responsibility for the proper use, any required maintenance, and ultimately the disposal of said vehicle.

Passed and approved this day of May, 2021.

LINN COUNTY BOARD OF SUPERVISORS

_____
Stacey Walker, Chair

_____
Ben Rogers, Vice Chair

_____
Louis Zumbach, Supervisor Aye: _____ Nay: _____ Abstain: _____

ATTEST:

_____
Joel Miller, Linn County Auditor

RESOLUTION #_____

RESOLUTION APPROVING APPOINTMENT OF SPECIAL PROSECUTOR LINN COUNTY ATTORNEY

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

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

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

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

LINN COUNTY BOARD OF SUPERVISORS

_____

AYE:
NAY:
ABSTAIN: _____

_____

ATTEST:

_____
JOEL D. MILLER, Linn County Auditor

RESOLUTION #_____

STATE OF IOWA)
) ss:
COUNTY OF LINN)

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

_____
JOEL D. MILLER

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

_____
NOTARY PUBLIC – State of Iowa

RESOLUTION #_____

RESOLUTION APPROVING APPOINTMENT OF SPECIAL PROSECUTOR LINN COUNTY ATTORNEY

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

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

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

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

LINN COUNTY BOARD OF SUPERVISORS

_____

AYE:
NAY:
ABSTAIN: _____

_____

ATTEST:

_____
JOEL D. MILLER, Linn County Auditor

STATE OF IOWA)
) ss:
COUNTY OF LINN)

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

_____
JOEL D. MILLER

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

_____
NOTARY PUBLIC – State of Iowa

Palo Community Center Rental Agreement

Name: Linn County

Address: 935 2nd Street SW

City: Cedar Rapids State: IA Zip Code: 52404

Contact Phone #'s: Home: 319-892-5117 Work: _____ Cell: _____

Driver License # or SS#: _____ Date of Birth: _____

Email: beverly.hayden@linncounty.org

Are you 21 years of age or older? Yes ☑ No ☐

All rentals are required to pay the deposit fee of $300.00

Reservation Date: 5/25/21

Rental Charge: Ø per Palo

Circle the time block you are renting below

(3:30 pm to 11:00 pm) (Monday-Friday)

7:00 am to 4:00 pm (Saturday & Sunday)

5:00 pm to 11:00 pm (Saturday & Sunday)

If rental occurs on a day observed as a holiday, rental times will be 7:00 am to 4:00 pm and 5:00 pm to 11:00 pm.

Rooms Renting: **KITCHEN** (capacity 42 people) (**GYM** (capacity 440)) **LIBRARY** **Please Circle**

Describe in detail the specific reason/purpose for reservation:

Town meeting to discuss Solar Farm near Palo

Total number of people expected to attend? 100 - 200

Will there be any entertainment and/or music planned? Yes ☐ No ☑

If yes, describe/identify in detail the type of entertainment and/or music:

_____

Will alcohol be served? Yes ☐ No ☑

If yes, you must provide Proof of Insurance as required on the Hold Harmless/Indemnification Agreement.

Will this event be primarily attended by persons under the age of 18? Yes ☐ No ☑

Please note: Palo Community Center Rules & Regulations require a responsible adult, age 21 or over, be in charge of events and be present at all times during rental period for activities involving minors.

Has, or will, this event be advertised and/or announced publicly in any way? Yes ☑ No ☐

OVER

060214

Palo Community Center Rental Agreement

TIME BLOCKS:

Monday through Friday:	3:30 pm to 11:00 pm
Saturday and Sunday:	7:00 am to 4:00 pm
Saturday and Sunday:	5:00 pm to 11:00 pm

If rental occurs on a day observed as a holiday, rental times will be 7:00 am to 4:00 pm and 5:00 pm to 11:00 pm.

RENTAL FEES:

One Time Block: **Resident Rate:**	$150.00 - Gym / $40.00 Kitchen
Non-Resident Rate:	$225.00 - Gym / $60.00 Kitchen
Additional Time Block (Consecutive/Same Day):	$90.00 - Gym / $25.00 Kitchen
Commercial Rate: **Resident Rate:**	$250.00-Gym / $75.00 Kitchen
Non-Resident Rate:	$400.00-Gym / $125.00 Kitchen
Previous day set-up for an event (i.e. weddings):	$100.00
Next day clean-up rate (i.e. weddings) MUST BE OUT BY NOON	$50.00
COVID-19 SANITATION CHARGE	**$25.00**
Organized Sport Ball in Gym: **(Sign up starts June the following year)**	$30.00/hour
Resident Non-Organized Ball in Gym:	$15.00/hour
Library	$20.00/hour
Palo Non-Profit Groups: Library & Kitchen: **Separate contract:**	In kind contribution required
Deposit (refundable with acceptable inspection):	**$300.00 + Rental Fee Check**
Weekdays 7:00 am to 3:00 pm available by request for group/classes (i.e. exercise, Mommy & Me)	$20.00/hour

The deposit check must be a separate check from the rental fee.
The deposit check will be returned following the inspection & approval of the facility by the inspector.

****All rentals of the Community Center Facilities are superseded by the need for the safe room, should an emergency occur.****

FOR OFFICE USE ONLY

Total Rental Fee: $_____ Check #/Cash _____ Deposit Received: Yes ☐ No ☐ Check # _____

_____ _____/_____/_____
Approved Date

Forms may be dropped off or mailed to City of Palo, 2800 Hollenbeck Road, Palo, Iowa 52324. Rental slot is not secure until deposit and rental fee have been received by the City of Palo. If you have questions, please contact Palo City Hall at 851-2731. If you encounter problems during your event, outside City Hall hours, please call (319)721-2981 or (319)310-0833.

Estimated Occupancies:	440 pp (40) 8ft tables; (8) round tables; (350) white chairs -10 pp per table
Community Center:	7 sq. feet occupancy per person 962 people 15 sq. feet occupancy per person 440 people
Kitchen:	42 pp (4) 8ft tables; (16) metal black cushion chairS; 15 sq. feet occupancy per person; 42 people
Council Chambers:	7 sq. feet occupancy per person = 133 people

7 sq. ft. occupancy is estimated for standing room and 15 sq. ft. occupancy is estimated with tables and chairs.

060214

INT. _____

RULES AND PROCEDURES FOR RESERVING
THE PALO COMMUNITY CENTER

1. Community Center Rental Agreement and Hold Harmless/Indemnification Agreement forms must be completed and rental fee paid before a reservation is considered valid. Use of the Center by any one group/person will be limited to once a month (outside of sport activities in the gymnasium). Recurrent monthly rentals by one group/person will be restricted to Monday through Thursday. (Agreement Attached)

2. It is against Community Center rules to enter the Community Center before your rental time or to stay later than your rental time. Occupying the Community Center outside your rental time may result in loss of your damage deposit.

3. You must be 21 years of age or older to rent the Community Center. For activities involving minors, there must be a **responsible adult over age 21 in charge of the event. Reservations are made with the City Clerk's office to avoid** conflicts of dates.

3. A $25.00 cancellation fee will be withheld from all cancellations. **No refund will be issued if cancellation occurs with less than a 2-week advance notice**. You will be allowed to change your rental date one time, to an open, available, date. If you have to change it more than once, a $25.00 fee will be charge.

4. Concert rentals after 5:00 pm will **have a Linn County Sherriff's Officer present at the expense of the renter.**

5. The City Hall lobby is not part of the rental area.

6. Each group is responsible for orderly conduct and must leave the Community Center facilities in the same order as they were before their use. You are responsible to sweep, mop floors, clean the kitchen (if used), and empty garbage in the outside dumpster before leaving the Community Center (see clean-up checklist). The Community Center belongs to the Community; you will be expected to return it in the same condition that you find it prior to your rental.

7. Any damages done to the building, including any plumbing problems arising from your use of the building, will be charged to you.

8. If the deposit is withheld because **of the renter's maliciousness or negligence, the renter is barred from renting the** Community Center again.

9. **The City of Palo's noise ordinance** will be enforced by the Linn **County Sheriff's Office.**

10. No alcoholic beverages will be allowed except when a Hold Harmless/Indemnification Agreement is signed by the user **and proof of insurance is provided as required (declaration page of homeowners or renters insurance policy)** by said Agreement. Beer and wine are the only alcoholic liquors allowed without a State of Iowa Liquor License as long as they are provided without charge. Charging a fee for these beverages would require a permit. (i.e. A cash bar requires a permit.) (Iowa Code 123.95)

11. Equipment belonging to the City will not be loaned out.

12. No Pets Allowed. Service Animals specifically trained to aid a person with a disability are welcome.

13. DO NOT TAKE ANYTHING BELONGING TO THE COMMUNITY CENTER. Inventory will be taken and the responsible individual will be charged for missing items. No equipment belonging to the City of Palo, such as chairs, tables, or kitchen equipment will be removed from the building prior to, during, or after the event.

14. The City is **NOT** responsible for lost, damaged, or stolen personal items during your rental period.

15. No propane tanks are allowed inside the Community Center including those used for gas grills.

16. Must be out by 11:55 PM.

17. Upon completion of the event, all items brought into the building by said renter shall be removed from the Community Center. The City will not be responsible for any items left behind.

18. No decorations are allowed on the Community Center walls. Decorations may be placed on tables but must leave no marks of residue when removed. **Confetti, glitter, and candles are not allowed**. No decorations or lights may be hung from the ceiling.

19. Smoking is not allowed on City property.

20. You are responsible for securing any permit required for your use of the Community Center, including permits to serve alcohol. You are responsible to show proof the permitting process is complete or an exception to the requirement applies.

RENTAL CHECKLIST

Renter Name: Linn County **Key Fob #** _____

You have rented the Palo Community Center for the following date and time:

Date: 5/25/21 **Time:** 6:00pm (Must be out by 11:00 pm)

It is your responsibility to return the Community Center to its original condition. The following checklist is for your use in cleaning the facility. If you have any concerns or notice any problems with the Community Center, please make notations on the back of this form or contact City Hall at 851-2731. If you encounter problems during your event; outside City Hall hours, please call, **(319)550-1071, (319)721-2981 or (319)310-0833.**

____ Tables and chairs in the kitchen/dining room area must be placed back the way they were found. If it is necessary to move the large tables, two people must lift them so the floor will not be scratched.

____ Please return tables and chairs to the proper storage area. DO NOT DRAG THE TABLES, PLEASE LIFT THEM.

____ Remove all decorations. **(Do not use staples on the tables, no tape on the floors or walls, no confetti or glitter allowed)**

____ Trash is to be removed from **all** areas of the facility. A dumpster is located outside. Break down all cardboard and leave securely stacked by the dumpster for recycling pick-up.

____ **All** floor areas are to be swept/mopped. ***Do not leave standing water. Buckets may be filled in the restrooms.***

____ The kitchen is to be left clean. Make sure all food belonging to you has been removed from the refrigerator. Please wipe off all counters and be sure sinks are drained/cleaned. Be sure the oven/stove and island are turned off.

____ Please turn off all interior lights and check to make sure the doors are locked upon leaving.

____ Make sure the outside perimeter and parking lot is free of debris.

____ **Leave this checklist with your signature and key fob in the drop box located outside the Community Center.**

IT IS YOUR RESPONSIBILITY TO CLEAN UP AND CLOSE UP THE PALO COMMUNITY CENTER IMMEDIATELY FOLLOWING YOUR EVENT. Please leave it in good, clean, condition for the next renter.

Failure to accomplish everything in the rental agreement and on the checklist will result in the loss of your damage deposit and additional costs, if applicable, with a **minimum $200.00 charge**, may be assessed. If the renter damages, vandalizes, or destroys any property in the Community Center or facility area, this will also be charged to the renter. If the deposit is withheld because of the renter's maliciousness or negligence the renter then loses their privileges to rent the Community Center again.

Thank you for your cooperation! **PALO CITY HALL**

For questions during your event outside of City Hall hours of 8:00 a.m. to 4:00 p.m. Monday through Friday, please call (319)550-1071. (319)721-2981 or (319)310-0833.

Renter Signature _____ **Date** 5/12/21

Please note any concerns or comments on the back of this form.

060214

Hold Harmless/Indemnification Agreement

This Hold Harmless/Indemnification Agreement (the "Agreement") is made this 12 day of May (Month), 2021 (Year) between

Linn County (Name), 935 2nd Street SW (Address)

Cedar Rapids (City), IA (State), 52404 (Zip Code)

(Hereinafter referred to as "Renter") and the City of Palo, an Iowa Municipality (hereinafter referred to as "City")

In consideration for the use of the Palo Community Center as permitted by the City of Palo by the undersigned, the parties hereby agree as follows:

1. Renter will not serve alcoholic beverages to any minor in violation of Iowa Law. Alcoholic beverages will not be served in conjunction with the use of the Palo Community Center unless, and until, the Renter has provided the City with proof of liability insurance in the amount of at least $300,000.00.
2. The Renter agrees to indemnify, defend and hold harmless the City, its officers, agents, and employees from and against any and all claims, damages, losses, liabilities, judgments, and expenses, of whatever nature, including reasonable attorney fees arising from, during, or in conjunction with, the Renter's use of the Palo Community Center, of which may be caused in whole or in part by any act or omission of the Renter, or by any agent or employee of the Renter.
3. The Renter agrees to indemnify, defend and hold harmless the City, its officers, agents, and employees from and against any and all claims, damages, losses, liabilities, judgments, and expenses of whatever nature, including reasonable attorney fees, arising from, during, or in conjunction with, the Renter's service of alcoholic beverages on the Palo Community Center premises during, or in conjunction with, the Renter's use of said Community Center.
4. The Renter further agrees to indemnify and reimburse the City for any and all damages resulting to City property from the Renter's use of the Palo Community Center premises, normal wear and tear excepted.
5. The Renter agrees that its use of City property as contemplated in this Agreement will be in compliance with all applicable City ordinances, State and Federal laws and regulations.
6. Should it become necessary for the City or someone on their behalf to incur costs and expenses to retain the services of an attorney to enforce this Agreement or any portion hereof, or to present a defense to claims arising from the situations identified above, the undersigned agrees to pay the City all costs and reasonable attorney fees hereby expended or for which liability is incurred.
7. The City reserves, and the Renter recognizes and accepts, the City's absolute right to terminate usage of any City facility including, but not limited to, the Palo Community Center at any time if any violation of this Agreement or City rules and/or procedures for such use are violated.
8. In compliance with Iowa Code §123.95, the Renter agrees they will not serve alcoholic beverages, other than beer and wine, in the Palo Community Center, without first receiving a State of Iowa Liquor Permit. The Renter further understands that the City of Palo will not permit the serving of any alcoholic beverage, other than beer and wine, until and unless, the City of Palo receives notification from the State of Iowa that a Liquor License has been approved.
9. The undersigned, signing on behalf of Linn County (Organization), is empowered by said entity and by the authority of its Board of Directors, if applicable, to bind said Renter to the terms and conditions of this Agreement.

_____ / __ / ____
Signature of Renter Date

_____ / / ____
Approved by Date

ALL RENTALS MUST SIGN HOLD HARMLESS/INDEMNIFICATION AGREEMENT

060214

COVID-19 ADDENDUM

I, Linn County, having entered into an agreement with the City of Palo, Iowa, for the use of certain City facilities for an event, and as additional consideration for the use of such facilities, state as follows:

1. I understand and agree that I am responsible for knowing and understanding any lawful public health orders, proclamations, laws, regulations, or recommendations (hereinafter "regulations") issued or adopted by officials or agencies of the United States federal government; the State of Iowa; Linn County, Iowa; and the City of Palo, Iowa; issued to address and inhibit transmission of the SARS-CoV-2 virus, the cause of the COVID-19 illness. Such regulations include, but are not limited to, those issued by the Centers for Disease Control and Prevention.
2. I understand and agree that I am solely responsible for complying with and ensuring all of my guests comply with the regulations described above during the event for which I am using the City's facilities.
3. I understand and agree that such regulations may include, but are not be limited to, requiring or recommending wearing face coverings, keeping at least six feet of physical distance between persons who do not reside in the same home, health checks, and restricting the number of guests at my event.
4. I understand that, in the event I or my guests are found to have violated any applicable regulations while using City facilities, I, my guests, and any person related to me may be barred from further use of City facilities for any event until all regulations have expired, been rescinded, or otherwise end.
5. I hereby agree for myself and my heirs, executors, administrators, personal representatives, and assigns to release, acquit, discharge, promise not to sue, indemnify, and hold harmless the City of Palo, Iowa, and its officers, agents, independent contractors, and/or employees from any and all COVID-19-related liabilities, losses, claims, damages, demands, actions or proceedings which may arise out of my use of City facilities for my event.
6. I hereby agree for myself and my heirs, executors, administrators, personal representatives, and assigns that I will indemnify and hold the City of Palo, Iowa, harmless against any COVID-19-related liabilities, losses, claims, damages, demands, actions, or proceedings related in any way to my event.
7. I acknowledge that all health and safety efforts undertaken by the City of Palo, Iowa, cannot guarantee and entirely prevent, to an absolute certainty, that the COVID-19 virus will not be present within the City facilities I use.
8. I acknowledge that the City of Palo, Iowa, and its officers, agents, independent contractors, and/or employees have taken all proper steps and used their best efforts to prevent the occurrence and/or spread of COVID-19 all City facilities.
9. I hereby agree for myself and my heirs, executors, administrators, personal representatives, and assigns, to release, acquit, discharge, promise not to sue, indemnify, and hold harmless the City of Palo, Iowa, and its officers, agents, independent contractors, and/or employees for any illness, injury, sickness, disease, infection, or death stemming from COVID-19.

I HAVE READ THE ABOVE AND VOLUNTARILY AGREE TO THE TERMS SET FORTH:

Date: 5-12-21 Signature: _____

Telephone: 892-5000 Address: 935 2Nd Street SW
Cedar Rapids IA 52404

060214

LINN COUNTY RISK MANAGEMENT
JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER
935 2ND ST. SW
CEDAR RAPIDS, IA 52404
PH: 319-892-5200 | FAX: 319-892-5209

LinnCounty.org

May 10, 2021

City of Palo
2800 Hollenbeck Road
Palo, IA 52324

RE: Linn County's proof of insurance

To Whom It May Concern:

It has been requested that I provide the following information concerning the above-mentioned request for Linn County:

This letter is to confirm that Linn County is self-insured with regards to any and all general liability claims, crime, and all automobile liability claims, including comprehensive and collision. This self-insured status is not the result of specific action by the Board of Supervisors, but results from Iowa law which provides that political subdivisions are subject to liability for their torts and those of their officers and employees when acting within the scope of their duties (Iowa Code Chapter 670). Should a judgment creditor elect not to issue execution against a municipal corporation, a tax must be levied as early as practicable to pay the judgment (Iowa Code §§626.24, 670.10, and 627.18).

With regards to employee bonding, Linn County carries a Commercial Crime Policy issued by Travelers Insurance Company through the Accel Group, 5500 Fountains Rd N.E., Cedar Rapids, Iowa 52411. The current policy is effective from December 31, 2019 until December 31, 2021. Commercial Property Insurance is issued by CHUBB and is also carried through the Accel Group. These policies are reviewed on an annual basis. Current limits serve as primary coverage. Secondary coverage would be secured through our self-insurance.

Linn County is self-insured with regards to worker's compensation and that status has been approved through the office of the Iowa Workers' Compensation Commissioner.

Should you have any questions concerning Linn County's self-insured status you may contact our legal department at (319) 892-6340.

Sincerely,

Steve Estenson
Linn County Risk Manager

LINN COUNTY CORRECTIONAL CENTER
PHYSICIANS' SERVICE AGREEMENT

This Agreement entered into this _____ day of _____, 2021 , between Linn County, Iowa, (hereinafter referred to as "County") and local physician independent contractors named below, (hereinafter referred to as "Physicians" and as Physician individually).

WITNESSETH, IN CONSIDERATION of the mutual undertakings and agreements hereinafter set forth, County and Physician agree as follows:

I. PHYSICIANS AGREE TO:

1. Examine, evaluate and provide appropriate medical treatment to all patients referred by Linn County Correctional Center staff due to illness or injury. Examination and treatment will be performed at the Linn County Correctional Center twice per week for a duration of not more than 2 hours per visit, unless deemed necessary by the Physician.

2. Refer patients to local hospitals and specialists for additional services as deemed necessary by the Physicians and/or staff of Linn County Correctional Facility.

3. Consultation by Correctional Center staff at their workplace at Mercy Medical Center in Cedar Rapids, Iowa, by cell phone, or at their respective residences pursuant to guidelines mutually agreeable to the Physician and the Linn County Correctional Center staff.

II. COUNTY AGREES TO:

1. Compensate Physicians individually, on a monthly basis, for medical services rendered pursuant to this Agreement at the rate of $575.00 dollars per visit beginning July 1, 2021, for a period of 2 year/s ending June 30, 2023. Payment will be made to Physicians according to the number of visits for the preceding month. The above compensation is provided solely for the time, expertise and care provided by the Physicians for patients seen at the Linn County Correctional Facility.

   Compensate Emergency Medicine PC for medical care provided at Mercy Medical Center to non-payer patients referred by the Linn County Correctional Center. Payment shall be made for services rendered at the close of each contract year in the amount of $30,000.00.

Compensate Physicians at the rate of $__300__, per hour for testifying, pursuant to subpoena issued by Linn County, regarding treatment provided to patients under this Agreement. Compensation will be allowed for reasonable preparation, time spent in court or deposition and will include waiting time in the courthouse immediately prior to the court room appearance(s).

2. Provide instruments and supplies necessary for the routine treatment of common diseases and injuries of Linn County Correctional Center inmates including a well maintained examination room, examination table, stethoscopes, sphygmomanometer, otoscope and fundoscope.

3. Transport by Linn County Sheriff's Office personnel patients to be examined at Mercy Medical Center pursuant to this Agreement.

4. To exercise due caution in protecting the safety and security of Physicians' personnel and property during examinations and treatment performed at Linn County Correctional Facility and at Mercy Medical Center pursuant to this Agreement.

5. Pursuant to Section 670.8, Code of Iowa, the County shall defend, save harmless and indemnify the Physician, as if he were an employee, against any claim or demand related to acts or omissions within the scope of his/her duties, whether groundless or otherwise (except for claims of medical liability and malpractice). In the event the Physician refuses or fails to cooperate in the defense against the claim or demand, the County shall have a right of indemnification against the Physician.

III. ADMINISTRATION:

1. The scope of medical services to be rendered by Physicians pursuant to this Agreement shall be examination, evaluation and treatment of illness or injury of patients referred to Physicians to the extent that hospitalization is not required: for minor surgical procedures performed in Linn County Correctional Facility; for medical supplies incident to such examination and treatment; and for the preparation of patient care reports and summaries of medical care provided and provision of same to the Linn County Sheriff.

2. This Agreement covers only care rendered by Physicians and those designated by Physicians as substituting for Physicians. This Agreement does not cover hospital care or care by any specialist to whom the patient may be referred, the cost of which will be paid by the County, another party, or the inmate.

3. Services not provided under this Agreement include routine patient physical and mental screening, incidental exams and miscellaneous health related services which will be performed by Linn County Correctional Center health care officials. The writing, implementation, supervision and enforcement of policies and procedures regarding inmate patient health is the sole responsibility of the Linn County Sheriff. Specifically, dietary policy for specific inmates will ultimately be the responsibility of the County. Physicians are not responsible for setting policy for requiring specific diets for specific inmates except as medically necessary in the avoidance of specifically documented food allergies.

   The responsibility for obtaining follow-up medical care of an inmate for any condition evaluated or treatment rendered by Physicians shall be the responsibility of the County. The County agrees to indemnify and hold harmless, Physicians and those designated by Physicians as substituting Physicians, from any liability relative to health care delivered or not delivered by Linn County Correctional Center personnel unless:

   a. Linn County Correctional Center staff acted under the direction of or in accordance with specific orders of Physicians' personnel or their substitute; or

   b. Linn County Correctional Center staff had consulted with Physicians' personnel or their substitute within a reasonable time prior to the delivery or non-delivery of health care; or

   c. Linn County Correctional Center staff acted in accordance with treatment protocols or instruction of Physicians' personnel or their substitute.

4. This Agreement recognizes that Physicians are independent contractors and Physicians' personnel will not be considered employees of Linn County, Iowa, or the Linn County Sheriff, for any purpose. Physicians shall have no authority over Linn County Correctional Center health care officials. The existence and content of all policies and procedures for delivery of health care at the Linn County Correctional Center as well as the supervision and compliance with said policies and procedures shall be the responsibility of the Linn County Sheriff. Physicians shall review and suggest modifications to such policies and procedures.

5. Physicians will provide medical liability and malpractice insurance in amounts to be determined by Physicians, and will indicate in such insurance documents that Physicians provide medical services to Linn

County Correctional Center inmates both at Physicians' office and at the Linn County Correctional Center.

IV. TERM OF THIS AGREEMENT:

1. This agreement shall commence on ___July 1_____, 2021, and shall be in effect until _June 30_____, 2023__. Contract may be renewable thereafter until further notice on both parties Agreement and conditions remain the same.

2. This Agreement may be terminated by either party without cause on ninety (90) days written notice.

IN WITNESS WHEREOF, the parties hereto have set their hands for the purposes herein expressed to this instrument, as of the _____ day of _____, 2021.

CONTRACTING PHYSICIANS PROVIDING CARE AT THE LINN COUNTY CORRECTIONAL CENTER

LINN COUNTY, IOWA

_____

Stacey Walker Chairperson Date
Linn County Board of Supervisors

_____ _____

Robert Braksiek, M.D. Date

Brian Gardner Date
Linn County Sheriff

LINN COUNTY CORRECTIONAL CENTER
MEDICAL DIRECTOR SERVICE AGREEMENT

This Agreement entered into this _____ day of _____, 2021, between Linn County, Iowa, (hereinafter referred to as "County") and Robert Braksiek, M.D., a doctor of medicine and surgery licensed in the State of Iowa and duly appointed Medical Director of the Linn County Correctional Center, Linn County, Iowa, (hereinafter referred to as "Medical Director").

WITNESSETH, IN CONSIDERATION of the mutual undertakings and agreements hereinafter set forth, County and Medical Director agree as follows:

I. MEDICAL DIRECTOR SHALL:

1. Determine the needs and exercise the final medical judgment regarding health care delivery to inmates at the Linn County Correctional Center.

2. Review treatment recommendations of other health care providers regarding inmates, and approve all prescription medications entering the Linn County Correctional Center.

3. Oversee all health care services and provide quality assurance through pharmacy reviews and management of medication distribution to inmates.

4. Annually review and validate medical protocols, policies and procedures of the Linn county Correctional Center.

5. Review and suggest modifications to such protocols, policies and procedures as necessary to maintain the appropriate level of medical care for inmates.

6. Provide 24 hour on call referral for treatment and medical orders and ensure effective communication between Mercy Medical Center Emergency Department and the Linn County Correctional Center.

7. Serve as the Medical Director for medical nursing staff and paramedics employed by the Linn County Correctional Center and provide continuing medical education for nursing staff relative to pertinent health care topics affecting the inmate population (MRSA, TB, Influenza, etc.).

8. Obtain bulk prescription medications through the use of personal medical license and personal Drug Enforcement Agency number.

9. Oversee Paramedic Specialists as requested by the Jail Administrator.

10. Personally visit the jail to address administrative matters as needed but no less than two hours per week.

11. Provide telephone consultation and additional visits to the jail as necessary between 9 am – 5 pm Monday through Friday. Provide for a backup LCEM physician in the event of his/her absence to attend to the medical needs of inmates.

12. Maintain the appropriate licensing required to practice medicine and surgery in the State of Iowa.

II. LINN COUNTY SHALL:

1. Compensate Medical Director annually at the rate of $_50,700.00___, paid in monthly installments of $_4225.00_____. The above compensation is provided in exchange for the time, expertise and medical services provided by the Medical Director at the Linn County Correctional Center.

2. Compensate Medical Director for the cost of any malpractice insurance requirement additional to that provided and required in his primary practice at an amount not to exceed $__3000.00_____ per annum. The County also agrees to reimburse the Medical Director for any malpractice deductible in an amount not to exceed $__2500.00_____ in the event of a claim.

3. Pursuant to Section 670.8, Code of Iowa, the County shall defend, save harmless and indemnify the Medical Director, as if he were an employee, against any claim or demand related to acts or ommissions within the scope of his/her duties, whether groundless or otherwise. In the event the Medical Director refuses or fails to cooperate in the defense against the claim or demand, the County shall have a right of indemnification against the Medical Director.

4. Compensate Medical Director at the rate of $300.00 per hour for court appearances, depositions and reasonable preparation time required to defend legal actions arising under Title 42 United States Code Section 1983.

5. Compensate Medical Director for the cost of extended reporting period insurance when the contract/agreement is terminated. This extended period insurance covers against any future claims against Medical Director from prior years. The reporting period insurance is based on 100% of the annual premium.

III. ADMINISTRATION:

1. This agreement recognizes that Medical Director is an independent contractor and is not an employee of Linn County, Iowa, or the Linn County Sheriff's Office for any purpose.

2. The Medical Director shall not exercise direct supervision over Linn County Correctional Center Health Care staff or officials.

3. The existence and subject matter of all policies and procedures for delivery of health care at the Linn County Correctional Center as well as the supervision and compliance with said policies and procedures shall be the responsibility of the Linn County Sheriff.

III. TERM OF THIS AGREEMENT:

1. This agreement shall commence on _July 1_____, 2021, and shall be in effect until _June 30_____, 2023.

2. The parties may terminated this agreement without penalty upon service of written notice at least ninety (90) days before the effective date of said termination.

IN WITNESS WHEREOF, the parties hereto have set their hands for the purposes herein expressed to this instrument, as of the _____ day of ___, 2021.

_____ _____

Robert Braksiek, M.D. Date
Medical Director

Stacey Walker Date
Linn County Board of Superisors

_____

Brian D. Gardner Date
Linn County Sheriff

LINN COUNTY JUVENILE DETENTION
MEDICAL DIRECTOR SERVICE AREEMENT

This Agreement entered into this _____ day of _____, 2021___, between Linn County, Iowa, (hereinafter referred to as "County") and Robert Braksiek, M.D., a doctor of medicine and surgery licensed in the State of Iowa and duly appointed Medical Director of the Linn County Juvenile Detention Center, Linn County, Iowa, (hereinafter referred to as "Medical Director").

WITNESSETH, IN CONSIDERATION of the mutual undertakings and agreements hereinafter set forth, County and Medical Director agree as follows:

I. MEDICAL DIRECTOR SHALL:

1. Serve as the Medical Director for medical nursing staff and provide continuing medical education to nursing staff relative to pertinent health care topics affecting the inmate population.

2. Determine the needs and exercise the final medical judgment regarding health care delivery to inmates at the Linn County Juvenile Detention Center.

3. Review treatment recommendations of other health care providers regarding inmates, and approve all prescription and non-prescription medications entering the Linn County Juvenile Detention Center.

4. Annually review and validate medical protocols, policies and procedures of the Linn County Juvenile Detention Center.

5. Review and suggest modifications to such protocols, policies and procedures as necessary to maintain the appropriate level of medical care for inmates.

6. Provide telephone/text/email consultation as necessary between 9am and 5pm daily.

7. Provide 1 onsite visits per month.

8. Maintain the appropriate licensing required to practice medicine in the State of Iowa.

9. Maintain own medical malpractice and medical director insurance.

10. The Medical Director shall indemnify and hold Linn County Juvenile Detention and Linn County, Iowa harmless from and against any and all losses, liabilities, and damages incurred by the medical Director during the performance of their contractual duties

II. LINN COUNTY SHALL:

1. Compensate Medical Director annually at the rate of $27,318, paid in monthly installments of $2,276.50. The above compensation is provided in exchange for the time, expertise and medical services provided by the Medical Director at the Linn County Juvenile Detention Center.

2. Compensate Medical Director at the rate of $ 250 per hour for visits in excess of 1 visit/month.

III. ADMINISTRATION:

1. This agreement recognizes that Medical Director is an independent contractor and is not an employee of Linn County, Iowa, or the Linn County Juvenile Detention Center for any purpose. Nothing in this contract constitutes an employment relationship between the Medical Director and the Linn County Juvenile Detention Center or Linn County, Iowa. The Medical Director is not eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Linn County, Iowa. Nothing in this contract prevents the Medical Director from working with other entities during the length of this agreement

2. The Medical Director shall not exercise direct supervision over Linn County Juvenile Detention Health Care staff or officials.

3. The existence and subject matter of all policies and procedures for delivery of health care at the Linn County Juvenile Detention Center as well as the supervision and compliance with said policies and procedures shall be the responsibility of the Linn County Juvenile Detention Center.

4. No portion of this Agreement shall be assigned without the prior written consent of the other party, and any attempt to make any such assignment without such consent shall be null and void.

5. The Medical Director and Linn County Juvenile Detention Center acknowledge and agree that both parties are prohibited from denying services within this contract based on race, creed, color, national origin, religion, age, sex, marital status, sexual orientation, gender identity, disability, or handicap status.

IV. TERM OF THIS AGREEMENT:

1. This agreement shall commence on _____July 1st, 2021, and shall be in effect until _____June 30th _____, 2022.

2. The parties may terminate this agreement without penalty upon service of written notice at least ninety (30) days before the effective date of said termination.

IN WITNESS WHEREOF, the parties hereto have set their hands for the purposes herein expressed to this instrument, as of the _____ day of _____, 2021.

_____	_____
Robert Braksiek, M.D. Date	**Chairperson Date**
Medical Director	**Linn County Board of Supervisors**

Medical Director Service Agreement

Fourth Amendment to the Tracking, Monitoring & Intervention Contract

This Amendment to Contract Number JUV-19-CB-6-001 is effective as of July 1, 2021, between the Juvenile Court Services for the 6th Judicial District of Iowa (JCS), the Iowa Department of Human Services (Agency), and Linn County Board of Supervisors (Contractor).

Section 1: Amendment to Contract Language
The Contract is amended as follows:

Revision 1. Contract Duration. The Contract is hereby extended from July 1, 2021, through June 30, 2022.

Revision 2. Section 1.3.1.2 Intervention Services, 1. Referral, first sentence is hereby amended as follows:
Intervention services shall be provided to delinquent youth in Johnson County.

Revision 3. Section 1.3.3.1 Pricing is hereby deleted and replaced as follows:
In accordance with the payment terms outlined in this section and the Contractor's completion of the Scope of Work as set forth in this Contract, the Contractor will be compensated as follows:

Contractor shall be paid at a rate of $0.99 per minute for the provision of tracking services.
Contractor shall be paid at a rate of $1.10 per minute for the provision of intervention services.
For the contract period of July 1, 2021 to June 30, 2022, the maximum yearly amount that JCS and the DHS will pay Contractor is $747,300.

Section 2: Ratification & Authorization
Except as expressly amended and supplemented herein, the Contract shall remain in full force and effect, and the parties hereby ratify and confirm the terms and conditions thereof. Each party to this Amendment represents and warrants to the other that it has the right, power, and authority to enter into and perform its obligations under this Amendment, and it has taken all requisite actions (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Amendment, and that this Amendment constitutes a legal, valid, and binding obligation.

Section 3: Execution

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Amendment and have caused their duly authorized representatives to execute this Amendment.

Juvenile Court Services, 6th Judicial District of Iowa		**Iowa Department of Human Services**	
Signature of Authorized Representative:	Date:	Signature of Authorized Representative:	Date:
Printed Name: **Christopher L. Wyatt, Chief Juvenile Court Officer**		Printed Name: **Kelly Garcia, Director**	

Linn County Board of Supervisors	
Signature of Authorized Representative:	Date:
Printed Name: **Stacey Walker, Chair**	

Linn County Decategorization Board	
Signature of Authorized Representative:	Date:
Printed Name: **David Thielen, Chair**	

ELECTRONIC MONITORING AGREEMENT

THIS AGREEMENT is entered into this 1st day of July, 2021 by and between Linn County Board of Supervisors and Sixth Judicial District Juvenile Court Services.

1. **Parties**
   a) The Linn County Board of Supervisors (Contractor) administrative office is located at 935 2nd Street S.W., Cedar Rapids, Iowa 52404
   b) Sixth Judicial District Juvenile Court Services (JCS) administrative office is located at 211 8th Avenue S.W., Cedar Rapids, Iowa 52404.
2. **Purpose**
   JCS has retained the Contractor, specifically Linn County Juvenile Detention & Diversion Services, to provide electronic monitoring devices to youth under the supervision of Juvenile Court Services in Linn, Johnson, Iowa, Jones and Benton Counties.
3. **Term**
   The term of this agreement is effective July 1, 2021 to June 30, 2022.

4. **Terms and Conditions**
   a) Contractor will provide electronic monitoring (EM) units at the rate of eight dollars and fifty cents ($8.50) per day.
   b) This rate will cover the replacement cost of EM units required as result of loss or damages.
   c) It is understood by all parties that a child cannot be place on an electronic monitoring device unless a Court order has been issued authorizing the use of electronic monitoring.

5. **Monthly Billings**
   All billings to Sixth Judicial Juvenile Court Services will be initiated by Linn County Community Services Finance Division. On a monthly basis, a General Accounting Expenditure (GAX) form and supporting documentation will be submitted to the JCS Contract Administrator/Accountant who will verify the billing for accuracy and authorize payment for services rendered. The GAX and supporting documentation must comply with all applicable rules concerning payment of such claims. By submitting an invoice, Contractor represents to JCS that the monitor units being billed are in compliance with section 4 of this document. All payments will be sent directly to the LCCS Administrative Office (State assigned Vendor I/3 # 00003047303) at 1240 26th Avenue S.W., Cedar Rapids, Iowa 52404.

SIXTH JUDICIAL DISTRICT JUVENILE COURT SERVICES

By: _____ _____
Christopher Wyatt Date
Chief Juvenile Court Officer

LINN COUNTY BOARD OF SUPERVISORS

By: _____ _____
Stacey Walker Date
Board of Supervisors Chair

DATE: May 5, 2021	**AMENDMENT #: 5**
CONTRACT:5881HC08	**PROJECT TITLE:** HIV Core and Medical Support Services
CONTRACTOR LEGAL NAME AND ADDRESS: Linn County Treasurer dba Linn County Community Services 1240 26th Avenue Court SW Cedar Rapids, IA 52404	**TOTAL CONTRACT AMOUNT**: ~~$374,937.00~~ ~~$392,937.00~~ ~~$392,938.00~~ ~~$764,082.00~~ $764,828.00
STATE OF IOWA DEPT. OF ADMINISTRATIVE SERVICES VENDOR #: 00002127879	**FUNDING SOURCE:** FEDERAL: ~~$334,867.00~~ ~~$352,867.00~~ ~~$354,108.00~~ ~~$514,273.00~~ ~~$421,096.00~~ $325,600.00 STATE: ~~$1,487.00~~ ~~$496.00~~ $1,982.00 OTHER:~~$38,583.00~~ ~~$38,334.00~~ ~~$247,827.00~~ ~~$341,004.00~~ $437,246.00 Interagency State: $0 Interagency Federal: $0 Private/Fees/Other:~~$38,583.00~~ ~~$38,334.00~~ ~~$247,827.00~~ $437,246.00

We are increasing rebates by $95,496.00 and decreasing 0806 1DAP by $95,496.00 and also adding $746.00 to rebates for the second six-month budget to pay the final claim. The contact amount is being increased by $746.00:
0804 1RWR Other = +$96,242.00
1553 State = $0.00
0806 1DAP Federal =-$95,496.00
0804 PBS0 Federal =$0.00

		Total approved amount for September 30, 2020 through March 31, 2021	Amendment 5	Updated funding available for September 30, 2020 through March 31, 2021
A. Case Management				
	Medical Case Management	$49,056.00		$49,056.00
	Non-Medical Case Management	$55,003.00		$55,003.00
	Brief Contact Management (Psychosocial Support Services)	$43,110.00		$43,110.00
	Maintenance Outreach Support Services (Service Outreach)	$1,486.00		$1,486.00
B. Other Core and Support Services				
	Outpatient/Ambulatory Medical Care	$0.00		$0.00
	Oral Health	$0.00		$0.00

	Early Intervention Services	$0.00		$0.00
	Health Insurance Premium & Cost Sharing Assistance	$10,350.00	+$746.00	$11,096.00
	Mental Health	$0.00		$0.00
	Medical Nutrition Therapy	$0.00		$0.00
	Substance Abuse Services Outpatient	$0.00		$0.00
	Emergency Financial Assistance	$32,428.00		$32,428.00
	Food Bank/Home	$13,500.00		$13,500.00
	Health Education/Risk Reduction	$0.00		$0.00
	Housing services	$70,013.00		$70,013.00
	Linguistic Services	$100.00		$100.00
	Medical Transportation Services	$10,225.00		$10,225.00
	Outreach Services	$0.00		$0.00
	Psychosocial Support Services (Support Group)	$0.00		$0.00
	Referral for Health care/ Supportive Services	$17,082.00		$17,082.00
	Substance Abuse Services (residential)	$0.00		$0.00
	Other	$0.00		$0.00
C. Infrastructure Development				
	Quality Management activities	$0.00		$0.00
	Data Management activities	$0.00		$0.00
	Planning and Coordination activities	$0.00		$0.00
D. Field Benefits Specialists		$39,999.00		$39,999.00
E. Capacity Building		$252.00		$252.00
F. Supplies		$800.00		$800.00
Sub total		$343,404.00	+746.00	$344,150.00
Administration 10% of the entire budget		$33,740.00		$33,740.00
Total		$377,144.00	+$746.00	$377,890.00

The amended contract amount on the face sheet shows and increase of $746.00. The contract total is $764,828.00.

All other conditions and terms of the contract remain in effect. The contractor specifies no additional changes have been made to the Special Conditions or General Conditions. The parties hereto have executed this contract amendment on the day and year last specified below.

For and on behalf of the Department:

By:_____
Caitlin S. Pedati MD, MPH, FAAP
Medical Director and State Epidemiologist

For and on behalf of the Contractor:

By:_____
Insert Date (required if not a digital signature): _____

LINN COUNTY
1888 COUNTY HOME ROAD
MARION, IOWA 52302

APPLICATION TO
"ADOPT-A-ROADSIDE"

FOR OFFICE USE ONLY
Permit Number _____
County Road Name Springville Rd

☐ NEW ☒ RENEWAL ☐ GIS#_____

TO BE COMPLETED BY SPONSOR
PLEASE PRINT CLEARLY

Mount Vernon Trailblazers
Name of Sponsor (Organization, Group or Individual)

Signature of Contact Person _____ BRAD STONER

1647 Ballard Road Mount Vernon Iowa 52314
Mailing Address (Street, P.O. Box, City, State, Zip Code)

Telephone Number 319-361-1389 E-Mail Address mtv.trailblazers@gmail.com

The proposed work is located on Springville Road

from Secrist Road to Hwy 151

Approval is hereby requested to enter within the County Road right of way to perform the following described work (check all that apply):

_X_ Litter removal _____ Enhancement Planting* _____ Other (describe) _____

*A sketch noting the quantity, location, and species must be attached to this application prior to Department granting approval.

AGREEMENTS:

The Sponsor(s) agrees that if granted a permit to do said work the following stipulations shall govern:

1. This application shall have been approved prior to Sponsor(s) beginning any operations as requested herein.
2. Sponsor(s) agree to indemnify and hold harmless Linn County, its Board of Supervisors, officers and employees from all liability, judgment, costs, expenses and claims growing out of damages, or alleged damages of any nature whatsoever to any person, property or third party arising out of the performance or nonperformance of said work.
3. No vehicles, equipment or materials are to be stored within the right of way. A vehicle may be allowed to be parked on the shoulder during times of litter pick up.
4. Right of way markers, signs and land monuments shall not be removed, altered or damaged.
5. This permit shall be subject to any laws now in effect or any laws which may be hereafter enacted and all applicable rules and regulations of local, state and federal agencies.
6. The Sponsor(s) agrees to give Linn County forty-eight hours notice of intention to start operations. Notification shall be given to the Secondary Road Department, 1944 County Home Road, Marion, Iowa 52302, work phone number Monday through Friday 7:00 A.M. to 3:30 P.M. 892-6400.

7. Access to the work site will, where possible, be obtained from private property or other roadways and not from the traveled portion of the hard surfaced roadway.

8. The Sponsor(s) shall carry on the work as required and authorized by this agreement with serious regard to the safety of the traveling public, adjacent property owners and volunteers or employees of the Sponsor(s).

9. The Sponsor(s) acknowledges that all personnel involved in this project are initiators and volunteers directed by the Sponsor(s) and that the Sponsor(s) accept full responsibility for any injuries or damages sustained by or caused by such personnel. The Sponsor(s) acknowledges that they or their volunteers are in no way considered to be employees of the Linn County Board of Supervisors or the Linn County Secondary Road Department.

The Sponsor(s) and the Department further agree to the following terms and conditions of this agreement.

SPONSOR'S ADDITIONAL RESPONSIBILITY:

To perform the work specified in a satisfactory, safe and professional manner.

To provide adult supervision at the work site when volunteers or employees are 14 years of age or younger.

To obtain required supplies and materials as may be needed from the Secondary Road Department to carry out this agreement, during regular business hours, Monday through Friday 7:00 A.M. to 3:30 P.M.

To put in place traffic control signs at all times when the Sponsor(s) is doing work near the roadway and remove only when the work has been completed.

To place all trash bags used during collection of litter, adjacent to the Adopt-A-Roadway signs (if applicable), or at the ends of adopted sections, for pickup and disposal by the Department.

To plant all right of way harvested seed on either County road rights of way or other public grounds as approved.

To return all unused materials and supplies furnished by the Secondary Road Department, to the Main Shop within one week after the activity is completed.

DEPARTMENT'S RESPONSIBILITIES:

To erect a sign at each end of the adopted section with the Sponsor(s) name or acronym displayed (if requested).

To provide reflective vests, trash bags, safety literature, and other related materials, to the Sponsor(s).

To remove trash bags used for litter pickup by Sponsor(s).

To assist in removal of litter under unusual circumstances such as when large, heavy or hazardous items are found.

To assist in location and selection of enhancement plantings (if applicable).

PLEASE NOTE:

The Department reserves the right to terminate this agreement and remove Adopt-A-Roadway signs when in the sole judgment of the Department, it is found that the Sponsor(s) has not met the terms and conditions of this agreement.

FOR OFFICE USE ONLY

This agreement shall remain in force from _____, 20____ until _____, 20____. If this agreement includes litter removal the Sponsor agrees to pickup litter_____(times) per year.

DEPARTMENT OF SECONDARY ROADS APPROVAL

Recommended for Approval _____
Linn County Engineer

FOR OFFICE USE ONLY

Date May 7, 2021

Approved _____
Linn County Board of Supervisors

Date _____, 20____

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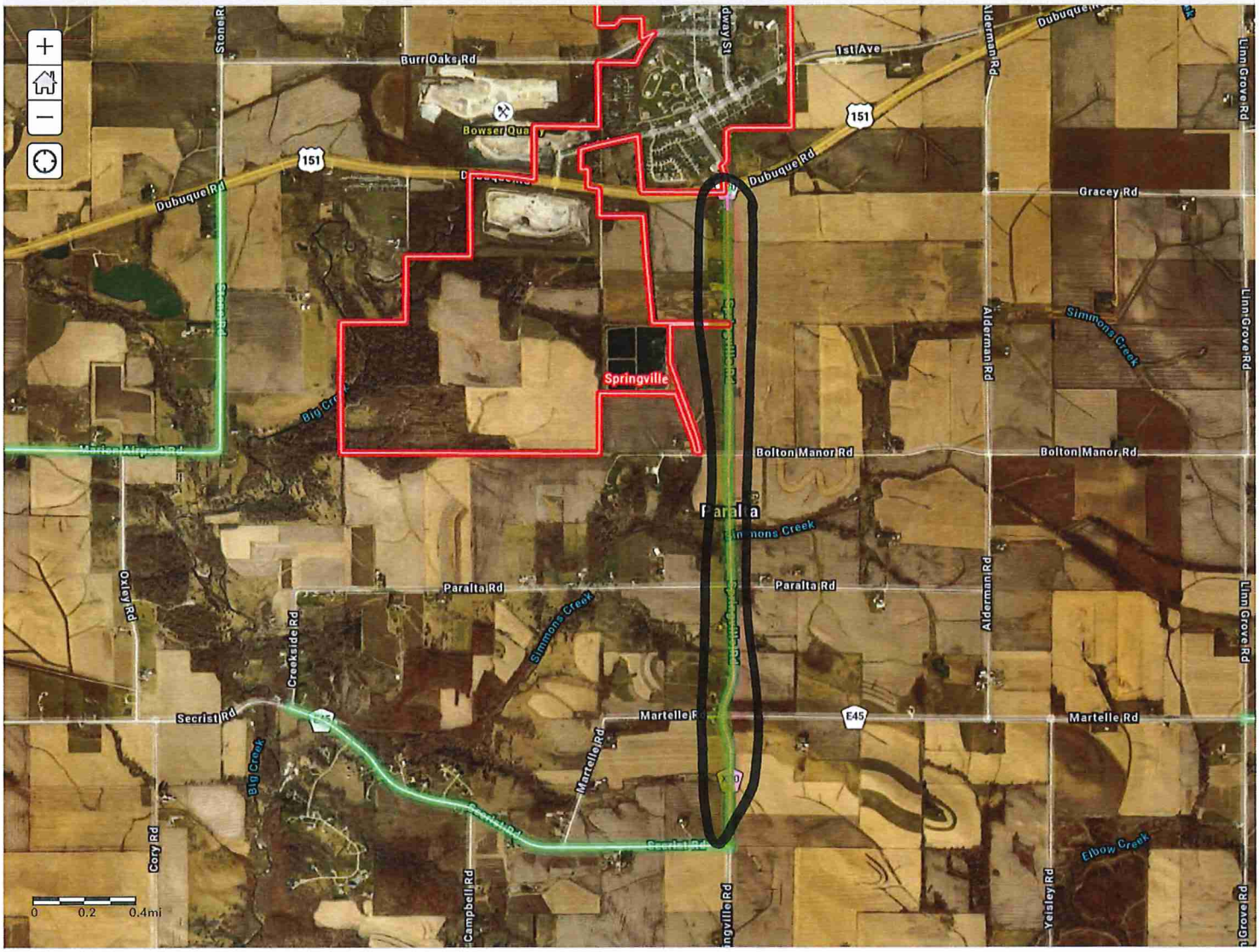

DATE SET FOR PUBLIC HEARING

Moved by Supervisor _____

Seconded by Supervisor _____

that the 21st day of June, 2021 at 5:30 pm be set as date for the public hearing to establish a Secondary Road Assessment District to improve Wayside Circle with a two inch asphalt overlay for the entire length of Wayside Circle and four inch patching in three locations and driveway transitions involving concrete driveway panel removal and replacement at a cost of $118,185.00. The assessment district includes Blair Ridge Estates Addition lots 1-6 and lots 9-16 and Blair Ridge Estates 2nd Addition lots 1-2.

Dated this _____ day of _____, 20____.

_____

BOARD OF SUPERVISORS
LINN COUNTY, IOWA