

BOARD OF SUPERVISORS

District 1 | **Stacey Walker**

District 2 | **Ben Rogers**

District 3 | **Brent Oleson**

JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER

935 2ND ST. SW

CEDAR RAPIDS, IA 52404

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LinnCounty.org



**LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA**

Monday, February 25, 2019

10 a.m.

Formal Board Room—Jean Oxley Public Service Center
935 2ND ST. SW, Cedar Rapids, IA

Call to Order

Public Comment: Five Minute Limit per Speaker

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

Minutes

Discuss and decide on meeting minutes.

Discuss the Prison Rape Elimination Act (PREA) Audit Services Agreement between Linn County and The Iowa Department of Human Rights (IDHR)

Discuss the Fourth Amendment to the Lease Agreement for a radio tower that is part of the Linn County radio system

Discuss change order number one and two for the O'Brien Building remodel.

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.

Payroll Authorizations

Discuss and decide on Employment Change Roster (payroll authorizations).

Claims

Discuss and decide on claims.

Correspondence

Legislative Update

Appointments

Adjournment

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

AGREEMENT BETWEEN

Linn County, Iowa

And

The Iowa Department of Human Rights (IDHR)

For

PREA Audit Services

This Agreement is between Linn County, Iowa through its Linn County Community Services Department, Juvenile Detention and Diversion Services (JDDS), hereinafter called "JDDS", and the Iowa Department of Human Rights (IDHR) through its Division of Criminal and Juvenile Justice Planning, hereinafter called "CJJP". CJJP shall provide services under this Agreement beginning on March 4, 2019, and ending no later than December 28, 2019.

DEFINITIONS

Prison Rape Elimination Act (PREA) - The PREA was passed by Congress in 2003. The act aims to curb prison rape through a "zero-tolerance" policy, as well as through research and information gathering. National standards to prevent incidents of sexual violence were developed and policies were made more available and obvious. By making data on prison rape more available to administrators as well as making corrections facilities more accountable for incidents pertaining to sexual violence it will more than likely decrease the crimes.

PREA covers all adult, as well as juvenile detention facilities; the definition of prison for the purposes of the act includes "any juvenile facility used for the custody or care of juvenile inmates." U.S. Congress, within the text of PREA, noted that young, first-time offenders are at an increased risk of sexually motivated crimes. Juveniles held in adult facilities are five times more likely to be sexually assaulted than juveniles held in juvenile facilities.

PREA Audit - All confinement facilities covered under the PREA standards, must be audited at least every three years to be considered compliant with PREA standards, with one third of each facility type operated by an agency, audited each year. This includes juvenile facilities operated by a local authority.

SCOPE OF SERVICE

A Department of Justice, certified PREA Auditor working for CJJP shall conduct a PREA audit of the Juvenile Detention & Diversion Services, 800 Walford Road SW, Cedar Rapids, IA 52404 not later than June 1, 2019. The PREA audit shall be in compliance with the standards established by the National PREA Resource Center.

The CJJP Auditor:

1. May employ or partner with other auditors or staff. However, there shall be one designated Auditor who shall be responsible for the purposes of this Agreement and the PREA auditing standards.
2. Shall provide JDDS with a tentative schedule for activities during the on-site visits at least five days prior to the arrival at the facility.
3. Shall ensure that all sensitive and confidential information be stored and protected so that only those with the authority to access the information shall be able to access in accordance with the National Standards.
4. Shall have the responsibility and authority to independently observe, assess, review, and report on the Agency's implementation and compliance with the National Standards. In order to accurately assess compliance at the facility, the Auditor shall conduct an on-site inspection which may include (but is not limited to):
 - a. A comprehensive facility tour;
 - b. Observations of programs and activities;
 - c. Interviews, that at a minimum shall include, agency administrative staff, facility administrative staff, supervisory staff, line staff, medical staff, teachers, and residents;
 - d. A review of videotapes from housing units;
 - e. A detailed review of inmate records, incident reports, personnel files, and training records;
 - f. A review of agency and facility policies.

JDDS shall:

1. Maintain and secure any and all documentation (including electronic) required by the National PREA Standards. The CJJP Auditor is authorized to request, review, and retain all such documentation prior to, during, and after the on-site audit until the issuance of the final report.
2. Ensure that the CJJP Auditor contact information, together with a statement of confidentiality, shall be conspicuously displayed in all inmate housing units at the JDDS, for the six-week period prior to the on-site visit.
3. Provide the CJJP Auditor with reasonable workspace, and shall permit the auditor to maintain a laptop computer, mobile telephones, and/or PDA within that workspace.
4. Publish the final audit report on the agency website within 14 days of receipt of the report.
5. Determine whether, and to what extent, the CJJP Auditor is legally a mandatory or discretionary reporter of resident abuse, and shall provide such information to the CJJP Auditor prior to the on-site visit. JDDS shall inform the CJJP Auditor of contact information for the entity or entities that may legally accept any mandatory or discretionary reporting.

PAYMENT

The cost of the audit shall be a maximum of \$6,000, plus mileage, lodging, and meal reimbursement at the current State of Iowa rate for a maximum of three days and two nights. The cost of the audit will include time spent by the CJJP Auditor on pre-audit work, on-site hours, and post-audit work; including any potential time required during the corrective action period.

Upon conclusion of the audit, the CJJP Auditor shall submit an invoice to the Director of the JDDS, currently Dawn Schott, detailing the date and number of hours spent on the audit process. Payment will be issued by Linn County within 30 days of receipt of the invoice.

INTERIM REPORT

Within 21 days of the completion of the audit, CJJP shall provide the National PREA Resource Center an interim report. After the report has been reviewed by the National PREA Resource Center, CJJP will forward the interim report to JDDS within 10 days. The interim report is not a public document and is exclusively for the JDDS.

CORRECTIVE ACTION PROCESS

If the interim audit report indicates that corrective action is required, the CJJP Auditor and JDDS shall work to promptly and jointly develop a corrective plan toward achieving compliance with all standards.

The corrective action plan shall contain a timeline for specific minimal remedial measures the JDDS shall take to achieve compliance within the 180-day corrective action period. JDDS shall deliver, and the auditor shall review and comment upon deliverables provided to the CJJP Auditor pursuant to the corrective action timeline.

After the completion of the corrective period, a final public report will be provided to the JDDS within 30 days. The JDDS will then have 90 days to file an appeal with the Department of Justice regarding any audit finding that it believes to be incorrect.

FINAL AUDIT REPORT

The CJJP Auditor shall issue their final report at the conclusion of the 180-day corrective action period, or earlier if compliance has been achieved before the end of the corrective action period. After the completion of the corrective period, a final public report will be provided to the JDDS within 30 days.

TIMELINE

Action Item	Due Date
Pre Audit Preparation Work	Begin on March 4, 2019
Audit Notification in Facility	Begin on March 18, 2019
On-Site Audit	Complete by May 1, 2019
Interim Report due to National PREA Resource Center	Within 21 days of completion of on-site audit.
Interim report due to JDDS (Non-public document)	Within 10 days after National PREA Resource Center review.
Corrective Action Plan (If applicable)	180-days to achieve compliance.
Final Report (Public document)	Within 30 days from conclusion of corrective action period or earlier if compliance is achieved.

RECORDS

The CJJP Auditor shall take all reasonable steps to safeguard agency records and information retained pursuant to the audit. All electronic files shall be securely password-protected or encrypted. All paper records shall be maintained in a secure room or building, and within a locked case or cabinet. Upon conclusion of the Auditor's document retention period, the Auditor shall securely burn, shred, or otherwise destroy the retained records. The Auditor shall notify the JDDS in writing with confirmation that such documents have been destroyed.

NATURE OF RELATIONSHIP

This is an agreement between CJJP and JDDS. CJJP and its employees will comply with all State, Federal, and County laws, policies, rules, and regulations, including those which pertain to the confidentiality of protected medical information, including the HIPAA regulations. CJJP is a covered entity under HIPAA and understands the importance of compliance with HIPAA health information. CJJP will develop and use systems and practices which assure that HIPAA standards are met.

BENEFITS

This is not a contract for employment. As an independent contractor CJJP will be solely responsible for providing salary, fringe benefits, workers compensation as applicable, unemployment insurance, and malpractice liability insurance coverage.

PUBLIC STATEMENTS

Except as required or authorized by the PREA auditing standards, federal, state, or local law; judicial order; or this Agreement; the CJJP Auditor shall not make any oral or written public statements – including, but not limited to, statements to the press, conference presentations, lectures, or articles, with regard to: that status of JDDS compliance or noncompliance with the PREA standards, or any act or omission of the JDDS, its elected officials, agents, representatives, or employees.

TESTIMONY

Except as required or authorized by the terms of this Agreement, the CJJP Auditor shall not testify in any litigation or proceeding with regard to the status of the Agency's compliance or noncompliance with the National Standards, or any act or omission of the Agency or its agents, representatives, or employees, unless otherwise lawfully compelled to do so. If the Auditor is lawfully compelled to provide such information, the Auditor shall notify the JDDS within 10 days of receiving such notice.

INDEMINIFICATION

To the extent permitted by the law, both parties agree to mutually defend, indemnify, and hold harmless its officers, agents, and employees from and against any and all claims, demands, actions or causes of action of whatever character or nature, arising out of or by reason of property damage, personal injury, bodily injury, professional malfeasance or misfeasance, or any other damage or injury, directly or indirectly related to act or omissions of the other.

TERMINATION

The CJJP Auditor may be terminated if the JDDS and the Department of Justice agree and upon good cause shown. Good cause shall include, among other things, any violation of PREA Standards; or federal, state, or local law, which reasonable calls into question the Auditor's fitness to continue serving as the Auditor.

FOURTH AMENDMENT TO LEASE AGREEMENT

This Fourth Amendment (the “Fourth Amendment”) to that certain Lease Agreement dated October 2, 1996 by and between Communications Engineering Company and The City of Cedar Rapids, as amended by that certain First Amendment to Lease Agreement dated March 1, 2007, as amended by that certain Second Amendment to Lease Agreement dated August 21, 2012, as amended by that certain Third Amendment dated April 27, 2018 (collectively, the “Agreement”) is made and entered into as of the latter signature date hereof, by and between GTP Acquisition Partners II, LLC, a Delaware limited liability company, as successor-in-interest to the Agreement (the “Lessor”) and Linn County, as successor-in-interest to the Agreement (the “Lessee”) (collectively, the “Parties”).

RECITALS

WHEREAS, Lessor owns a certain communications tower and leases a certain parcel of land located at 1000 27th Avenue SW, Cedar Rapids, IA 52404-0000 more commonly known to Lessor as the Cedar Rapids South tower site (the “Tower Space”); and

WHEREAS, Lessor and Lessee entered into the Agreement for the use of a certain portion of the Tower Space; and

WHEREAS, the Parties agree to extend the term of the Agreement, among other things, all on the terms and conditions as set forth herein.

NOW THEREFORE, in consideration of the foregoing promises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

- 1) Lessor and Lessee agree to extend the term of the Agreement commencing on March 1, 2019 (the “Extension Term Commencement Date”) for a period of three (3) years (the “Extension Term”).
- 2) Immediately following the expiration of the Extension Term, there shall be three (3) additional periods of three (3) years each (each a “Renewal Term”). The Agreement shall automatically renew for each successive Renewal Term unless either Party notifies the other in writing of its intention not to renew this Agreement at least ninety (90) days prior to the end of the then existing term.
- 3) Effective upon March 1, 2019, the Rent shall be increased by One Hundred Thirty-Three and 97/100 Dollars (\$133.97) per month (“Increased Fee”) and adjusted pursuant to the Annual Escalator as set forth on Section 4 of this Fourth Amendment. The Increased Fee for any fractional month at the beginning or end of the period shall be appropriately prorated.

Lessor Site Name/Number: Cedar Rapids South / 370984

Lessor Contract Number: GTP7598

Lessee Site Name/Number: N/A / N/A

- 4) Effective upon March 1, 2020, and each anniversary thereafter during the term, the Rent shall be increased by three percent (3%) (“Annual Escalator”).
- 5) Lessor and Lessee agree and acknowledge that all future payments of the Rent shall be made to the Lessor at the following remittance address:

GTP Acquisition Partners II
29893 Network Place
Chicago, IL 60673-1296

- 6) Capitalized terms contained herein, unless otherwise defined, are intended to have the same meaning and effect as that set forth in the Agreement.
- 7) All other terms and provisions of the Agreement remain in full force and effect.

[SIGNATURES APPEAR ON THE NEXT PAGE]

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Lessor Site Name/Number: Cedar Rapids South / 370984

Lessor Contract Number: GTP7598

Lessee Site Name/Number: N/A / N/A

IN WITNESS WHEREOF, the Parties hereto have set their hands to this Fourth Amendment to that certain Lease Agreement as of the day and year written below:

LESSEE:

Linn County

LESSOR:

GTP Acquisition Partners II, LLC, a
Delaware limited liability company

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____