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.

Authorize Chair to sign a Management Representation Letter to Eide Bailley LLC

Resolutions

Resolution to Adopt Documents Pertaining to Linn County’s Compliance with the Title VI Provisions of the Civil Rights Act of 1964

Resolution for The University of Iowa College of Law to utilize the Linn County Courthouse on February 7, 8, and 9, 2020 for the purpose of a mock trial noting that all affected departments and personnel have been contacted. Hold harmless agreements and insurance requirements have been met.

Resolution to approve Residential Parcel Split for Wolrab Pleasant View Addition Case JPS19-0018

Contract and Agreements

Approve and authorize chair to sign an amendment to the architectural and engineering professional services agreement with Martin Gardner Architecture for the Future Line Building/LIFTS renovation project increasing the agreement amount by $15,500

Approve the quote by Election Systems and Software, LLC for training the Elections Department in the amount of $8,500

Approve and authorize Chair to sign the Elections Systems & Software, LLC upgrade purchase order for $6,683

Approve and authorize Chair to sign a proposed agreement with Braun Intertec in the amount of $2,990 for subsurface investigation for Dows Farm

Approve and sign Adopt-A-Roadside application for Sun Sets on Tower Terrace Rd to adopt Tower Terrace Rd from Horseshoe Lake Rd to Darrel Drive.

Licenses & Permits
Regular Agenda

Discuss and Decide on Consent Agenda

Minutes
Discuss and decide on meeting minutes.

Discussion on dust control/seal coat on Buffalo and Sutton Road in Paris, Iowa.

Discuss and authorize Chair to sign the 2020 Linn County Medical Examiner Service Agreement with Donald J Linder, D.O., Linn County Medical Examiner.

Discuss a request to amend the indigent program to increase veteran's aid in rent, utilities and other items.

Third and final consideration on an ordinance amending the Code of Ordinances, Linn County, Iowa by amending provisions in Chapter 107, Unified Development Code.

Discuss quotes on purchase of chiller for the Linn County Correctional Center.

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.

Claims
Discuss and decide on claims.

Board Member Reports

Legislative Update

Correspondence

Appointments

1:30
Informal Board Room

Review of proposed Fiscal Year 2021 budget for Conservation

Other budget discussions if necessary.

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.
ADOPT DOCUMENTS PERTAINING TO LINN COUNTY’S COMPLIANCE WITH TITLE VI PROVISIONS OF THE CIVIL RIGHTS ACT OF 1964.

WHEREAS, Linn County has been a recipient of federal financial assistance from the U.S. Department of Transportation; and

WHEREAS, in receiving such financial assistance Linn County is mandated to comply with the provisions of Title VI of the Civil Rights Act of 1964; and

WHEREAS, the Iowa Department of Transportation has directed Linn County to adopt certain documents and put certain programs into place in order to comply with Title VI of the Civil Rights Act of 1964; and

WHEREAS, in order to continue receiving federal financial assistance from the U.S. Department of Transportation the adoption of certain documents and establishment of certain programs is necessary.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Linn County that:

1. The County Engineer is hereby designated the Title VI Coordinator for Linn County.

2. The Linn County Title VI Non-Discrimination Agreement is hereby adopted and that the Chairman of the Board of Supervisors and Title VI Coordinator are authorized to sign said agreement where required.

3. The Standard DOT Title VI Assurances are hereby adopted and that the Chairman of the Board of Supervisors is authorized to sign said document where required.

4. The Title VI Notice to the Public is hereby adopted and shall be posted where other public notices are displayed in the Linn County Public Service Center and County Engineer’s Office. Furthermore, said notice shall be placed on the County’s official website.

5. The Title VI Coordinator is authorized to take any other actions necessary and/or recommended by the Iowa Department of Transportation, U.S. Department of Transportation, or other designated authority to comply with the provisions of Title VI of the Civil Rights Act of 1964.

Motion was made by Supervisor _______ and seconded by Supervisor ________ to adopt the foregoing resolution.

Vote taken thereon resulted as follows:
Ayes:
Nays:
Absent/Not Voting:

PASSED AND APPROVED this ___ day of ____________,______.
Linn County, Iowa

Linn County Board of Supervisors

Attest:

____________________________
Chairperson

____________________________
Linn County Auditor
Standard DOT Title VI Assurances

The _________________________________ (hereinafter referred to as the "Recipient") HEREBY AGREES THAT AS a condition to receiving any Federal financial assistance from the Department of Transportation it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42 U.S.C. 2000d 42 U.S.C. 2000d 4 (hereinafter referred to as the Act), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulation, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation  Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the Regulations), Title VII of the Civil Rights Act 1964, the Federal Aid Highway Act of 1973, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Acts of 1975, Civil Rights Restoration Act of 1987, Americans With Disabilities Act of 1990 (ADA), Executive Order 12898 – Environmental Justice (hereinafter referred to as “EJ”), Executive Order 13166 – Limited English Proficiency (hereinafter referred to as “LEP”) and other pertinent directives, to the end that in accordance with the Act, Regulations, Executive Orders and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the Department of Transportation, including the Federal Highway Administration, and HEREBY GIVES ASSURANCE THAT it will promptly take any measures necessary to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations, (2) Copy of which is attached.

More specifically and without limiting the above general assurance, the Recipient hereby gives the following specific assurances with respect to its Federal Aid Highway Program;

1. That the Recipient agrees that each "program "and each "facility" as defined in subsections 21.23 (e) and 21.23(b) of the Regulations, will be (with regard to a "program") conducted, or will be (with regard to a "facility") operated in compliance with all requirements imposed by, or pursuant to, the Regulations.

2. That the Recipient shall insert the following notification in all solicitations for bids for work or material subject to the Regulations made in connection with the Federal Aid Highway Program and, in adapted form in all proposals for negotiated agreements.


Page 1 of 9
Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation issued pursuant to such Act, hereby notifies all bidders that it will affirmatively insure that in any contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, national origin, sex, age, or disability in consideration for an award."

3. That the Recipient shall insert the clauses of Appendix A of this assurance in every contract subject to the Act and Regulations.

4. That the clauses of Appendix B of this assurance shall be included as a covenant running with the land, in any deed from the United States effecting a transfer of real property, structures, or improvements thereon, or interest therein.

5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or and interest in real property, the assurance shall extend to right to space on, over or under such property.

7. That the Recipient shall include the appropriate clauses set forth in Appendix C of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Recipient with other parties: (a) for the subsequent transfer of real property acquired or improved under the Federal Aid Highway Program; and (b) for the construction or use of or access to space on, over, or under real property acquired, or improved under the Federal Aid Highway Program.

8. That this assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is the form, of, personal property, or real property or interest therein or structures or improvements thereof in which case the assurance obligates the Recipient or any transferee for the longer of the following periods: (a) the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or (b) the period during which the Recipient retains ownership or possession of the property.

9. The Recipient shall provide for such methods of administration for the program as are found by the Secretary of Transportation, or the official to whom he/she delegates specific authority, to give reasonable guarantee that it, other Recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed by, or pursuant to, the Act, the Regulations and this assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining any and all Federal grants, loans, contracts, property, discounts or other Federal financial assistance extended after the date hereof to the Recipient by the Department of Transportation under the Federal-Aid Highway Program and is binding on it, other Recipients, sub-grantees, contractors, subcontractors, transferees, successors in interest and other participants in the Federal Aid Highway Program. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Recipient.

DATED January 15, 2020

By:

Ben Rogers, Chairperson County Board of Supervisors
Printed Name and Title

Attachments
Appendices A, B, and C
APPENDIX A
During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. **Compliance with Regulations:** The contractor shall comply with the Regulations relative to non-discrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. **Nondiscrimination:** The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, national origin, sex, age, or disability in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor shall not participate either directly or indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to non-discrimination on the grounds of race, color, national origin, sex, age, or disability.

4. **Information and Reports:** The contractor shall provide all information and reports required by the Regulations or directives issued pursuant there to, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Linn County, the Iowa Department of Transportation or Federal Highway Administration to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information the contractor shall so certify to the Linn County, the Iowa Department of Transportation or the Federal Highway Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

5. **Sanctions for Noncompliance:** In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the Linn County shall impose such contract sanctions as it, the Iowa
Department of Transportation or the Federal Highway Administration may determine to be appropriate, including, but not limited to:

a. withholding of payments to the contractor under the contract until the contractor complies, and/or
b. cancellation, termination or suspension of the contract, in whole or in part.

6. Incorporation of Provisions: The contractor shall include the provisions of paragraphs (1) through (6) in every subcontract, including procurement of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the
Linn County ______________________, the Iowa Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions including sanctions for non-compliance: Provided, however, that, in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the
Linn County ______________________ or the Iowa Department of Transportation to enter into such litigation to protect the interests of the
Linn County ______________________ or the Iowa Department of Transportation; and, in addition, the contractor may request the United States to enter into such litigation to protect the interests of the United States.
APPENDIX B
The following clauses shall be included in any and all deeds effecting or recording the transfer of real property, structures or improvements thereon, or interest therein from the United States.

GRANTING CLAUSE
"NOW, THEREFORE, the U.S. Department of Transportation, as authorized by law, and upon the condition that the Linn County will accept title to the lands and maintain the project constructed thereon, in accordance with title 23, United States Code, the Regulations for the Administration of the Federal-Aid Program and the policies and procedures prescribed by the Federal Highway Administration of the Department of Transportation, also in accordance with and in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally assisted programs of the Department of Transportation (hereinafter referred to as the Regulations) pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. 2000d to 2000d 4), does hereby remise, release, quitclaim and convey unto the Linn County all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit "A" attached hereto and made a part hereof."

HABENDUM CLAUSE
"TO HAVE AND TO HOLD said lands and interests therein unto Name of Recipient and its successors forever, subject, however, to the covenants, conditions restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and shall be binding on the Linn County, its successors and assigns."

"The Linn County, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person shall on the grounds of race, color, national origin, sex, age, or disability, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over or under such lands hereby conveyed [], and (2) that the Linn County shall use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and
as said Regulations may be amended, and (3) that in the event of breach of any of the above mentioned nondiscrimination conditions, the U.S. Department of Transportation shall have a right to reenter said lands and facilities on said land, and the above described land and facilities shall thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction.*

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purpose of Title VI of the Civil Rights Act of 1964.
APPENDIX C
The following clauses shall be included in all deeds, licenses, leases, permits, or similar instruments entered into by the Recipient, pursuant to the provisions of Assurance 7(a).

"The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases and "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.,) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally assisted programs of the Department of Transportation, Effecutation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended."

Include in licenses, leases, permits, etc.*
"That in the event of breach of any of the above nondiscrimination covenants, the
Linn County
shall have the right to terminate the (license, lease, permit, etc.) and to re enter the repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued."

Include in deeds*
"That in the event of breach of any of the above nondiscrimination covenants, the
Linn County
shall have the right to re enter said lands and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the State of Iowa and its assigns."

The following shall be included in all deeds, licenses, leases, permits or similar agreements entered into by the Recipient, pursuant to the provisions of Assurance 7(b).

"The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself/herself, his/her personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds, and leases add "as a covenant running with the land") that (1) no person on the ground of race, color, national origin, sex, age, or disability shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color,
national origins, sex, age, or disability, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-assisted programs of the Department of Transportation _Effection of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended."

Include in licenses, leases, permits, etc.*

"That in the event of breach of any of the above nondiscrimination covenants, the ________________ shall have the right to terminate the (license, lease, permittee, etc.) and to re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, lease, permit, etc.) had never been made or issued."

Include in deeds*

"That in the event of breach of any of the above nondiscrimination covenants, the ________________ shall have the right to re-enter said land and facilities thereon, and the above described lands and facilities shall thereupon revert to and vest in and become the absolute property of the State of Iowa, and its assigns."

* Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to effectuate the purposes of Title VI of the Civil Rights Act of 1964.
Title VI Non-Discrimination Agreement
Iowa Department of Transportation
and
Linn County

Agency Information
Name and title of administrative head:
Name: Ben Rogers  Title: Chairperson, County Board of Supervisors
Address: 935 Second Street SW
City: Cedar Rapids  State: IA  ZIP Code: 52404  County: Linn
Phone/FAX: 319-892-5000  Email: ben.rogers@linncounty.org

Name and title of designated Title VI coordinator:
Name: Bradley J. Ketels  Title: County Engineer
Address: 1888 County Home Road
City: Marion  State: IA  ZIP Code: 52302  County: Linn
Phone/FAX: 319-892-6400/6419  Email: brad.ketels@linncounty.org

*If the Title VI coordinator changes, please contact the Iowa DOT Title VI specialist.

Title VI Program
I. Organization and staffing
Pursuant to 23 C.F.R. § 200, Linn County has appointed a Title VI coordinator identified above, who is responsible for implementing and monitoring the local public agency's (LPA's) Title VI program per this agreement, and is the representative for issues and actions pertaining to this agreement. The LPA will provide the Iowa Department of Transportation with a copy of the LPA's organizational chart that illustrates the level and placement of the Title VI coordinator.

The LPA will notify the Iowa DOT in writing of any changes to the LPA's organization chart, Title VI coordinator or Title VI coordinator contact information.

II. Assurances required
Pursuant to 49 C.F.R. § 21.7, every application for federal financial assistance or continuing federal financial assistance must provide a statement of assurance and give reasonable guarantee that the program is (or, in the case of a new program, will be) conducted in compliance with all requirements imposed by or pursuant to 49 C.F.R. § 21 (Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964). Fully executed standard DOT Assurances (including Appendices A, B and C) are attached to this agreement.

Page 1 of 7
III. Implementation procedures
This agreement shall serve as the LPA’s Title VI plan pursuant to 23 C.F.R. § 200 and 49 C.F.R. § 21. For the purpose of this agreement, "federal assistance" shall include all of the following.

- Grants and loans of federal funds.
- The grant or donation of federal property and/or interest in property.
- The detail of federal personnel.
- The sale and lease of, and permission to use (on other than a casual or transient basis), federal property or any interest in such property without consideration or at a nominal consideration, or at a consideration that is reduced for the purpose of assisting the LPA, or in recognition of the public interest to be served by such sale or lease to the LPA.
- Any federal agreement, arrangement or other contract that has as one of its purposes the provision of assistance.

The LPA shall:

1. Issue a policy statement, signed by the head of the LPA, which expresses its commitment to the nondiscrimination provisions of Title VI. The policy statement shall be circulated throughout the LPA’s organization and to the public. Such information shall be published where appropriate in languages other than English.

2. Take affirmative action to correct any deficiencies found by the Iowa DOT, Federal Highway Administration or U.S. Department of Transportation (USDOT) within a reasonable time period, not to exceed 90 days, to implement Title VI compliance in accordance with this agreement. The head of the LPA shall be held responsible for implementing Title VI requirements.

3. Designate a Title VI coordinator who has a responsible position in the organization and easy access to the head of the LPA. The coordinator shall be responsible for implementing and monitoring Title VI activities and preparing required reports.

4. Develop and implement a public involvement plan that includes low-income and minority community outreach and ensures those persons who are limited-English proficient (LEP) can access services.

5. Process complaints of discrimination consistent with the provisions contained in this agreement. Investigations shall be conducted by civil rights personnel trained in discrimination complaint investigations. Identify each complainant by race, color, national origin or gender, the nature of the complaint, date the complaint was filed, date the investigation was completed, disposition, date of disposition, and other pertinent information. A copy of the complaint, together with a copy of the LPA’s report of investigation, shall be forwarded to the Iowa DOT’s civil rights coordinator within 60 days of the date the complaint was received by the LPA.

6. Collect statistical data (race, color, national origin, age, gender, disability, LEP and income of populations in service area) of participants in, and beneficiaries of, the programs and activities conducted by the LPA.

7. Conduct Title VI self-assessment of the LPA’s program areas and activities, and of second-tier sub-recipients, contractor/consultant program areas and activities. Where applicable, revise policies, procedures and directives to include Title VI requirements. Ensure that programs, policies, and other activities do not have disproportionate adverse effects on minority and low-income populations.

8. Conduct training programs on Title VI and related statutes.

9. Prepare a yearly report of Title VI accomplishments and changes to the program covering the prior year, and identify goals and objectives for the coming year.
   - **Annual work plan:** Outline Title VI monitoring and review activities planned for the coming year; and indicate a target date for completion.
   - **Accomplishment report:** List major accomplishments made regarding Title VI activities. Include instances where Title VI issues were identified and discrimination was prevented. Indicate activities and efforts the Title VI coordinator and program area personnel have undertaken in monitoring Title VI. Include a description of the scope and conclusions of any special internal and external reviews conducted by the Title VI coordinator. List any major problem(s) identified and corrective action(s) taken. Include a summary and status report on any Title VI complaints filed with the LPA. Include a listing of complaints received against second-tier sub-recipients, if any, as well as a summary of complaints and actions taken.

10. Include Title VI compliant language in all contracts to second-tier sub-recipients.
IV. Discrimination complaint procedures – allegations of discrimination in federally assisted programs or activities

The LPA adopts the following discrimination complaint procedures for complaints relating to federally assisted transportation-related programs or activities.

1. **Filing a discrimination complaint:** Any person who believes that he or she, or any class of individuals, or in connection with any disadvantaged business enterprise, has been or is being subjected to discrimination prohibited by Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d; the Americans with Disabilities Act of 1990, 42 U.S.C. §§ 12101 et seq.; Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §§ 701 et seq.; and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, has the right to file a complaint. Any individual wishing to file a discrimination complaint must be given the option to file the complaint with the LPA, or directly with the Iowa DOT, FHWA, USDOT and U.S. Department of Justice. Complaints may be filed with all agencies simultaneously.

No individual or agency shall refuse service, discharge or retaliate in any manner against any persons because that individual has filed a discrimination complaint, instituted any proceeding related to a discrimination complaint, testified, or is about to testify, in any proceeding or investigation related to a discrimination complaint, or has provided information or assisted in an investigation.

2. **Complaint filing time-frame:** A discrimination complaint must be filed within 180 calendar days of one of the following.
   
   (a) The alleged act of discrimination.
   (b) Date when the person(s) became aware of the alleged discrimination
   (c) Date on which the conduct was discontinued, if there has been a continuing course of conduct.

The LPA or their designee may extend the time for filing or waive the time limit in the interest of justice, specifying in writing the reason for so doing.

3. **Contents of a complaint:** A discrimination complaint must be written. The document must contain the following information.
   
   a) The complainant’s name and address, or other means by which the complainant may be contacted.
   b) Identification of individual(s) or organization(s) responsible for the alleged discrimination.
   c) A description of the complainant’s allegations, which must include enough detail to determine if the LPA has jurisdiction over the complaint and if the complaint was filed timely.
   d) Specific prohibited bases of alleged discrimination (i.e., race, color, gender, etc.)
   e) Apparent merit of the complaint.
   f) The complainant’s signature or signature of his/her authorized representative.

In the event that a person makes a verbal complaint of discrimination to an officer or employee of the LPA, the complainant shall be interviewed by the LPA’s Title VI coordinator. If necessary, the Title VI coordinator will assist the complainant in reducing the complaint to writing and then submit the written version of the complaint to the person for signature.

4. **Complaints against the LPA:** Any complaints received against the LPA should immediately be forwarded to the Iowa DOT for investigation. The LPA shall not investigate any complaint in which it has been named in the complaint. The contact information for the Iowa DOT’s Title VI program is:

Iowa Department of Transportation
Office of Employee Services – Civil Rights
800 Lincoln Way
Ames, Iowa 50010
515-239-1422
515-817-6502 (fax)
dot.civilrights@dot.iowa.gov
5. **Notice of Receipt:** All complaints shall be referred to the LPA's Title VI coordinator for review and action. Within 10 days of receipt of the discrimination complaint, the coordinator shall issue an initial written Notice of Receipt that:
   a) Acknowledges receipt of the discrimination complaint.
   b) Advises the complainant of his/her right to seek representation by an attorney or other individual of his or her choice in the discrimination complaint process.
   c) Contains a list of each issue raised in the discrimination complaint.
   d) Advises the complainant of the timeframes for processing the discrimination complaint and providing a determination.
   e) Advises the complainant of other avenues of redress of their complaint, including the Iowa DOT, FHWA, USDOT and USDOJ.

6. **Notification of the Iowa DOT of a complaint:** The LPA shall advise the Iowa DOT within 10 business days of receipt of the complaint. Generally, the following information will be included in every notification to the Iowa DOT.
   a) Name, address and phone number of the complainant.
   b) Name(s) and address(es) of alleged discriminating official(s).
   c) Basis of complaint (i.e., race, color, national origin, gender).
   d) Date of alleged discriminatory act(s).
   e) Date of complaint received by the LPA.
   f) A statement of the complaint.
   g) Other agencies (state, local or federal) where the complaint has been filed.
   h) An explanation of the actions the LPA has taken or proposed to resolve the issue identified in the complaint.

7. **Processing a complaint and time-frame:** The total time allowed for processing the discrimination complaint is 90 calendar days from the date the complaint was filed. There is no extension available at this level. This time-frame includes 60 calendar days at the LPA level and 30 days for review at the state level, if needed.

   If the complainant elects to file a complaint with both the LPA and Iowa DOT, the complainant shall be informed that the LPA has 90 calendar days to process the discrimination complaint and the Iowa DOT shall not investigate the complaint until the 90 calendar-day period has expired.

   Immediately after issuance of the Notice of Receipt to the complainant (step four), the LPA's Title VI coordinator shall either begin the fact-finding or investigation of the discrimination complaint, or arrange to have an investigation conducted.

   Based on the information obtained during that investigation, the coordinator shall render a recommendation for action in a Report of Findings to the head of the LPA.

8. **Alternative dispute resolution/mediation process:** The complainant must be given an invitation to participate in mediation to resolve the complaint by informal means. The LPA's Title VI coordinator shall include an invitation to mediation with the Notice of Receipt, offering the opportunity to use the alternative dispute resolution/mediation process.

   If the complaint selects mediation, it allows disputes to be resolved in a less adversarial manner. With mediation, a neutral party assists two opposing parties in a dispute come to an agreement to resolve their issue. The mediator does not function as a judge or arbiter, but simply helps the parties resolve the dispute themselves.

   Upon receiving a request to mediate, the LPA's Title VI coordinator shall identify or designate a mediator who must be a neutral and impartial third party. The mediator must be a person acceptable to all parties and who will assist the parties in resolving their disputes.

   If the complainant chooses to participate in mediation, she or he or the designee must respond in writing within 10 calendar days of the date of the invitation. This written acceptance must be dated and signed by the complainant and must also include the relief sought.
After mediation is arranged, a written confirmation identifying the date, time and location of the mediation conference shall be sent to both parties. If possible, the mediation process should be completed within 30 calendar days of receipt of the discrimination complaint. This will assist in keeping within the 90 calendar-day time-frame of the written Notice of Final Action if the mediation is not successful.

If resolution is reached under mediation, the agreement shall be in writing. A copy of the signed agreement shall be sent to the Iowa DOT’s Title VI program coordinator. If an agreement is reached, but a party to it believes his/her agreement has been breached, the non-breaching party may file another complaint. If the parties do not reach resolution under mediation, the LPA’s Title VI coordinator shall continue with the investigation.

9. **Notice of Final Action:** A written Notice of Final Action shall be provided to the complainant within 60 days of the date the discrimination complaint was filed. It shall contain:
   a) A statement regarding the disposition of each issue identified in the discrimination complaint and reason for the determination.
   b) A copy of the mediation agreement, if the discrimination complaint was resolved by mediation.
   c) A notice that the complainant has the right to file a complaint with the Iowa DOT, FHWA, USDOT or USDOJ within 30 calendar days after the Notice of Final Action, if she or he is dissatisfied with the final action on the discrimination complaint.

The LPA’s Title VI coordinator shall provide the Iowa DOT’s Title VI program coordinator with a copy of this decision, as well as a summary of findings upon completion of the investigation. Should deficiencies be noted in the implementation of these discrimination complaint procedures by the LPA, the Iowa DOT’s Title VI program coordinator will work in conjunction with the LPA’s Title VI coordinator to review the information and/or provide technical assistance in the discrimination complaint process, mediation process, and/or investigation.

10. **Corrective action:** If discrimination is found through the process of a complaint investigation, the respondent shall be requested to voluntarily comply with corrective action(s) or a conciliation agreement to correct the discrimination.

11. **Confidentiality:** LPA and Iowa DOT Title VI program coordinators are required to keep the following information confidential to the maximum extent possible, consistent with applicable law and fair determination of the discrimination complaint.
   a) The fact that the discrimination complaint has been filed.
   b) The identity of the complainant(s).
   c) The identity of individual respondents to the allegations.
   d) The identity of any person(s) who furnished information relative to, or assisting in, a complaint investigation.

12. **Record keeping:** The LPA’s Title VI coordinator shall maintain a log of complaints filed that alleged discrimination. The log must include:
   a) The name and address of the complainant.
   b) Basis of discrimination complaint.
   c) Description of complaint.
   d) Date filed.
   e) Disposition and date.
   f) Any other pertinent information.

All records regarding discrimination complaints and actions taken on discrimination complaints must be maintained for a period of not less than three years from the final date of resolution of the complaint.
V. Sanctions
In the event the LPA fails or refuses to comply with the terms of this agreement, the Iowa DOT may take any or all of the following actions.

a) Cancel, terminate or suspend this agreement in whole or in part.
b) Refrain from extending any further assistance to the LPA under the program from which the failure or refusal occurred, until satisfactory assurance of future compliance has been received from the LPA.
c) Take such other action that may be deemed appropriate under the circumstances, until compliance or remedial action has been accomplished by the LPA.
d) Refer the case to the USDOJ for appropriate legal proceedings.

IOWA DEPARTMENT OF TRANSPORTATION

Signature

Printed Name and Title

Date

LINN COUNTY

Signature

Ben Rogers, Chairperson County Board of Supervisors

Printed Name and Title

January 15, 2020

Date

Page 6 of 7
Title VI Non-discrimination Policy Statement

The [Linn County], hereinafter referred to as the LPA, hereby assures that no person shall on the grounds of race, color, national origin, gender, age or disability, as provided by Title VI of the Civil Rights Act of 1964, 42 U.S.C. §2000d, and the Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, be excluded from participation in, be denied the benefits of or be otherwise subjected to discrimination under any program or activity receiving federal financial assistance. The LPA further assures every effort will be made to ensure nondiscrimination in all of its programs and activities, regardless of whether those programs and activities are federally funded.


The Civil Rights Restoration Act of 1987, Pub. L. No. 100-259, 102 Stat. 28, broadened the scope of Title VI coverage by expanding the definition of terms "programs or activities" to include all programs or activities of federal-aid recipients, subrecipients and contractors/consultants, regardless of whether such programs and activities are federally assisted.

Pursuant to the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112, 87 Stat. 355, the LPA hereby gives assurance that no qualified disabled person shall, solely by reason of disability, be excluded from participation in, be denied the benefits of or otherwise be subjected to discrimination, including discrimination in employment, under any program or activity that receives or benefits from this federal financial assistance.

The LPA also assures that every effort will be made to prevent discrimination through the impacts of its programs, policies and activities on minority and low-income populations. In addition, the LPA will take reasonable steps to provide meaningful access to services for persons with LEP. The LPA will, where necessary and appropriate, revise, update and incorporate nondiscrimination requirements into appropriate manuals, directives and regulations.

In the event the LPA distributes federal-aid funds to a second-tier subrecipient, the LPA will include Title VI language in all written agreements.

The LPA's [County Engineer], is responsible for initiating and monitoring Title VI activities, preparing reports and performing other responsibilities, as required by 23 C.F.R. § 200 and 49 C.F.R. § 21.

_____________________________________________________
Signature
Stacey Walker, Chairperson County Board of Supervisors
Printed Name and Title
January 9, 2019
Date
RESOLUTION #

APPROVING A PROPERTY USE REQUEST FOR PERMISSION TO UTILIZE THE LINN COUNTY COURTHOUSE FOR A MOCK TRIAL ON FEBRUARY 7, 8 & 9, 2020

WHEREAS, Megan Merritt, Mock Trial Tournament Coordinator for the University of Iowa College of Law, has requested permission to use courtrooms at the Linn County Courthouse, for the purpose of conducting a law school level mock trial on February 7, 8, & 9, 2020,

WHEREAS, the Linn County Facilities Department, Linn County Sheriff’s Office, State of Iowa Court Administration and the Risk Management Department have recommended approval of this request,

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Linn County, Iowa, that the above request is herewith approved subject to the following conditions:

1. The personnel sponsoring the Mock Trial will follow the direction as given by the Linn County employees.

2. The personnel sponsoring the Mock Trial will be responsible for seeing that all courtroom furniture and items are returned to the same place they were before the Mock Trial started.

3. The personnel sponsoring the Mock Trial will oversee the proper conduct of the event.

4. The applicant will accept the appropriate Linn County issued fee(s) associated with the cleaning of the facility following the event.

Dated at Cedar Rapids, Linn County, Iowa, this ______ day of ______________________, 2020.

LINN COUNTY BOARD OF SUPERVISORS

__________________________
Chairperson

__________________________
Supervisor

__________________________
Supervisor

__________________________
ATTEST:

JOEL MILLER, Linn County Auditor
LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # _________________________

APPROVING RESIDENTIAL PARCEL SPLIT

WHEREAS, a Residential Parcel Split of Wolrab Pleasant View Addition (Case # JPS19-0018) to Linn County, Iowa, containing two (2) lots, numbered lot 1 and lettered lot A, has been filed for approval, a subdivision of real estate located in the SE NE of Section 33, Township 83 North, Range 5 West of the 5th P.M., Linn County, Iowa, described as follows:

Wolrab Pleasant View Addition to Linn County, Iowa is a subdivision of part of the Southeast Quarter of the Northeast Quarter (SE1/4 NE1/4) of Section Thirty-three (33), Township Eighty-three (83) North, Range Five (5), West of the Fifth Principal Meridian, Linn County, Iowa, consisting of Lot 1 and Lot A containing 1.69 acres and 0.31 acres, respectively, more or less. The exterior boundary of said Wolrab Pleasant View Addition is more particularly described by metes and bounds as follows:
   Commencing at the East 1/4 Corner of Section 33, Township 83 North, Range 5 West of the 5th P.M.; thence N01°00'06"W, 1073.89 feet along the east line of the SE1/4 NE1/4 of said Section 33 to the Point of Beginning; thence N01°00'06"W, 248.00 feet along the east line of said SE1/4 NE1/4; thence S88°27'01"W, 351.00 feet along the north line of said SE1/4 NE1/4; thence S01°00'06"E, 248.00 feet; thence N88°27'01"E, 351.00 feet to the Point of Beginning. Said described parcel contains a total of 2.00 acres, more or less. Bearings are based on the Iowa State Plane Coordinate System North Zone (1401) Horizontal NAD 83 (2011)

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

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

WHEREAS, the following conditions as listed on the Planning and Development Staff Report of June 19th, 2019 as last amended on July15, 2019 have been addressed:

LINN COUNTY SECONDARY ROAD DEPARTMENT, 892-6400
1. Entrance permit required for new entrances and existing unpermitted entrances, Sec.11 and the Unified Development Code, Article IV, Sec. 107-72 § 2 (h)(5). All approved entrances shall be brought into conformance with County standards. One entrance per parcel is allowed. An additional access may be allowed with justification and permit.
2. Dedication of road rights-of-way, County Standard Specifications, Section 5.55 of right-of-way on Springville Road adjacent to development shall be dedicated to the County for road purposes.
3. Road agreement with conditions applicable to residential parcel split cases. County Standard Specifications, Section 1.

IOWA DEPARTMENT OF TRANSPORTATION
1. Not within the Jurisdiction of the Iowa Department of Transportation.
Linn County Board of Supervisors
Resolution # ____________
JPS19-0018
January 15th, 2020
Page 2 of 4

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

Natural Resources Conservation Service
No conditions to be met.

Linn County Conservation Department
No conditions to be met.

Linn County Emergency Management
No conditions to be met.

Linn County Planning and Development – Zoning Division
1. All side and rear yard setbacks must be met for all structures involved in this proposal.
2. Various revisions to the site plan and final plat.
3. Prior to approval of the final plat, the owner must sign an “Acceptance of Conditions” form. The
   “Acceptance of Conditions” form states that the owner understands and agrees to comply with the
   agreed conditions as stated in the staff report.
4. This plat lies within the 2 mile jurisdiction of the City of Mount Vernon. As per Chapter 354 of the Code
   of Iowa, a certified resolution by any municipality that has authority to review the plat to either approve
   the plat or waive its right to review must be provided.
5. Approval of utility and drainage easements by the appropriate companies with all easements marked on
   the final plat bound copies.
6. The proposed subdivision name and proposed names of all roads, streets and lanes shall be submitted for
   review and approval by the Linn County Auditor’s office prior to approval of the final plat.
7. One original and 3 complete copies of the final plat bound documents that must include the following:
   (i) Owner’s certificate and dedication certificate executed in the form provided by the laws of Iowa,
       dedicating to Linn County title to all property intended for public use, including public roads
   (ii) Title opinion and a consent to plat signed by the mortgage holder if there is a mortgage or
        encumbrance on the property as well as a release of all streets, easements, or other areas to be
        conveyed or dedicated to local government units within which the land is located
   (iii) Surveyor’s certificate
   (iv) Auditor’s certificate
   (v) Resolution of the Planning and Zoning Commission
   (vi) Resolution of the Board of Supervisors
   (vii) Resolution of approval or waiver of review by applicable municipalities
   (viii) Treasurer’s certificate
   (ix) Agricultural Land Use Notification. The landowner shall ensure that such notification shall be
        attached to the deed and shall become a separate entry on the abstract of title for all the property
        that is subject of the permit or development as per Article V, Section 107-91, § (h) of the Unified
        Development Code.
   (x) Restrictive covenants or deed restrictions, as separate instruments, not combined with any
       other instrument
   (xi) Three (3) copies of the surveyor’s drawing
   (xii) A covenant for a secondary road assessment
8. Final plat bound copies must be approved by the Linn County Board of Supervisors on or before JULY
     15, 2020 as per Article IV, Section 107-72, § (1)(g), and shall be recorded within 1 year of that approval,
as per Article IV, Section 107-72, § (2)(f), of the Unified Development Code.
Linn County Board of Supervisors
Resolution # ____________
JPS19-0018
January 15th, 2020
Page 3 of 4

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

NOW, THEREFORE BE IT FURTHER RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat and plat proceedings shall not be changed or altered in any way, without the approval of the Linn County Board of Supervisors. Said plat and plat proceedings shall be recorded by January 15th, 2021 to be valid.

Passed and approved this 15th day of January, 2020.

Linn County Board of Supervisors

________________________
Chair

________________________
Vice Chair

________________________
Supervisor

Aye:
Nay:
Abstain:
Absent:
Attest:

__________________________
Joel Miller, Linn County Auditor
Linn County Board of Supervisors
Resolution #____________________
JPS19-0018
January 15th, 2020
Page 4 of 4

Linn County Engineer

______________________________
Brad Ketels, Engineer

State of Iowa  )
               ) SS
County of Linn )

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

___ Aye ___ Nay ___ Abstain ___ Absent

____________________________________
Joel Miller

Subscribed and sworn to before me by the aforesaid Joel Miller, ___________________________,
on this _____ day of _____________________, 2020.

____________________________________
Notary Public State of Iowa
Amendment to the Professional Services Agreement

PROJECT: (name and address)
Linn County O'Brien Building
825 3rd Street SW
Cedar Rapids, Iowa.

AGREEMENT INFORMATION:
Date: April 16, 2018

ARCHITECT: (name and address)
Martin Gardner Architecture, P.C.
700 11th Street
Suite 200
Marion, IA 52302

AMENDMENT INFORMATION:
Amendment Number: 003
Date: December 6, 2019

The Owner and Architect amend the Agreement as follows:

for the following Project:
Linn County LIFTS
5815 4th Street SW
Cedar Rapids, Iowa

Interior and limited exterior renovations to the existing building.

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:
Increase compensation due to changes in the Project Scope pertaining to the maintenance bay and funding requirements.

Increases to compensation are as follows:
Add: Seven Thousand Dollars and Zero Cents ($7,000.00) for Architectural services.

Add: Eight Thousand Five Hundred Dollars and Zero Cents ($8,500.00) for Mechanical, Electrical, and Plumbing services.

Total Additional Compensation: Fifteen Thousand Five Hundred Dollars and Zero Cents ($15,500.00).

New Revised Agreement Amount: Fifty-six Thousand Four Hundred Dollars and Zero Cents ($56,400.00).

Schedule Adjustment:
No changes.

SIGNATURES:

Martin Gardner Architecture, P.C.
ARCHITECT (Firm name)

Linn County Board of Supervisors
OWNER (Firm name)

Kyle Martin, AIA, LEED AP,
President

SIGNATURE

Ben Rogers, Chair Board of
Supervisors

PRINTED NAME AND TITLE

DATE

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The quote total may not reflect miscellaneous charges, freight or sales tax.

Quote Total: 8,500.00
# EVS 6.0.5.0 PYO Upgrade Purchase Order

January 6, 2020

Linn County, Iowa
935 2nd St SW
Cedar Rapids, IA 52404

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<td>• Upgrade of EMS network performed on customer premises by ES&amp;S Technical Services technician.</td>
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<td>• Includes the installation, configuration, and testing of EMS workstation.</td>
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**Invoicing and Payment Terms:**

100% of Order Total Due Thirty (30) Calendar Days after the later of (a) Equipment Delivery, or (b) Receipt of corresponding ES&S Invoice.

**Note 1:** Pricing of purchase order is valid for 30 days due to fluctuating pricing in 3rd party hardware and software. Agreements will need to be updated if not executed within 30 days.

**Note 2:** In no event shall Customer's payment obligations hereunder, or the due dates for such payments, be contingent or conditional upon Customer's receipt of federal and/or state funds.

**Note 3:** Any applicable (City & State) sales taxes have not been included in pricing and are the responsibility of the customer.

**Note 4:** Shipping and Handling is not included in the Order Total and will be invoiced separately.

**Note 5:** Network Cabling is not included.

Customer acknowledges that ES&S is purchasing the third party items set forth herein (“Third Party Items”) for resale to Customer, and that the proprietary and intellectual property rights to the Third Party Items are owned by parties other than ES&S (“Third Parties”). Customer further acknowledges that except for the payment to ES&S for the Third Party Items, all of its rights and obligations with respect thereto flow from and to the Third Parties. ES&S shall provide
Customer with copies of all documentation and warranties for the Third Party Items which are provided to ES&S.


Title
LINN COUNTY MEDICAL EXAMINER SERVICE AGREEMENT

This Agreement entered into this _____ day of January, 2020, between Linn County, Iowa, (hereinafter referred to as "County") and Donald J. Linder, D.O., a doctor of medicine and surgery licensed in the State of Iowa and duly appointed Medical Examiner of Linn County, Iowa, (hereinafter referred to as "Medical Examiner") whose office is located at 2900 Hunters Ridge Rd., Marion, IA 52302.

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

I. MEDICAL EXAMINER SHALL PERSONALLY OR BY DULY APPOINTED DEPUTY LINN COUNTY MEDICAL EXAMINER(S), LICENSED IN THE STATE OF IOWA AS A DOCTOR OF MEDICINE AND SURGERY, A DOCTOR OF OSTEOPATHIC MEDICINE AND SURGERY OR AS AN OSTEOPATHIC PHYSICIAN, PROVIDE THE FOLLOWING SERVICES:

1. Conduct a preliminary examination of the cause and manner of death, prepare a written report of the findings, promptly submit the full report to the State Medical Examiner on forms prescribed for that purpose and submit a copy of the report to the Linn County Attorney for each person's death occurring in Linn County, Iowa, which affects the public interest as required in subsection 331.802(3), Code of Iowa.

2. Conduct the investigations set forth in paragraph 1 of this section in the manner required by the State Medical Examiner and determine whether the public interest requires an autopsy or other special investigation. In determining the need for an autopsy, Medical Examiner shall consider the request for an autopsy from a public official or private person, and Medical Examiner shall require an autopsy upon the request of the State Medical Examiner or the Linn County Attorney or if the death occurred in the manner specified in subsection 331.802(3)(j), Code of Iowa.

3. Ensure that any person making an autopsy pursuant to the request by Medical Examiner promptly file a complete record of findings in the office of the State Medical Examiner, the Linn County Attorney and, when applicable, the county attorney of the county where the death occurred or the county where any injury contributing to or causing the death was sustained.

4. Ensure that summary of the findings resulting from an autopsy of a child under the age of two (2) years whose death occurred in the manner specified in subsection 331.802(3)(j), Code of Iowa, be transmitted immediately by the person who performed the autopsy to Medical Examiner. Medical Examiner shall forward such report to the parent, guardian, or custodian of the child or ensure that such report is so forwarded by Medical Examiner's designee or the infant's attending physician.
5. Notify the Linn County Attorney in any instance of a sudden, violent, or suspicious death after which the body is buried without an investigation or autopsy. Upon such a body being exhumed pursuant to court order, arrange for an autopsy performed by a Medical Examiner or a pathologist.

6. Upon application and payment of a fee determined by the Board of Supervisors, Linn County, Iowa, Medical Examiner shall provide an examination certificate to the person requesting same and file a copy of the certificate in the Medical Examiner’s office.

7. After an investigation has been contemplated, including an autopsy if one is made, arrange for delivery of the body to a relative or friend of the deceased person for burial or other appropriate disposition.

8. Medical Examiner shall be solely responsible for payment of fees, costs, and expenses to Deputy Linn County Medical Examiner(s) and Linn County Medical Examiner Investigator(s), including Lead Linn County Medical Examiner Investigator, for services provided pursuant to this Agreement. Notwithstanding the foregoing, Medical Examiner shall approve and submit claims to County for fees, costs, and expenses of Deputy Linn County Medical Examiner(s), Linn County Medical Examiner Investigator(s), including Lead Linn County Medical Examiner Investigator, for services provided pursuant to this Agreement, and payment for such claim shall be made directly to the Deputy Linn County Medical Examiner(s), Linn County Medical Examiner Investigator(s), including Lead Linn County Medical Examiner Investigator, by County.

9. Engage in outreach activities with the medical and law enforcement communities, and other Linn County groups as Medical Examiner deems appropriate and beneficial to promote the welfare of Linn County residents and further the objective of the Linn County Medical Examiner’s Office.

II. COUNTY AGREES TO:

1. Pay to Medical Examiner for provision, pursuant to this Agreement, of the services set forth in Section I herein by Medical Examiner and/or Deputy Linn County Medical Examiner(s) fees at the rate of Four Hundred Twenty-Eight Dollars and Twenty-Six Cents ($428.26) per death investigated with written report of findings set forth in Section I of this Agreement.

2. County shall also pay to Medical Examiner, for additional services rendered in deaths where an autopsy is ordered, fees at the rate of Three Hundred Thirty-Three Dollars and Thirty-Three Cents ($333.33) for each such death. Fees paid pursuant to this section of the Agreement shall not exceed Thirty Thousand Dollars ($30,000.00) for the term of the Agreement regardless of the number of deaths in which autopsies are ordered. The payments made pursuant to this section are in lieu of payment for clerical services provided by Medical Examiner or actual expenses incurred
by Medical Examiner to obtain clerical services in the performance of this Agreement.
No such claims shall be submitted by Medical Examiner or paid by County.

3. Subject to the provisions of Section II(2) of this Agreement, County shall
reimburse Medical Examiner for other actual expenses incurred in the provisions,
pursuant to this Agreement, of the services set forth in Section I herein.

4. County shall separately pay the fees and costs of any autopsy requested
by Medical Examiner pursuant to this Agreement and performed by a person other than
Medical Examiner or Deputy Linn County Medical Examiner.

5. Costs for issuance of cremation permits pursuant to Section
331.805(3)(b), Code of Iowa, shall be established by Medical Examiner, not to exceed
Seventy-Five Dollars ($75.00) per permit issued. Such costs shall be borne by the
family, next of kin, guardian of the decedent, or other person, as provided in Section
331.805(3)(b), and shall be retained by Medical Examiner.

6. Effective the month of August, 2016, County shall also pay to Medical
Examiner, for Lead Medical Examiner Investigator services in deaths for which services
are provided pursuant to this Agreement, a fee in the amount of Three Thousand One
Hundred Sixty-Seven Dollars and Twenty-Five Cents ($3,167.25) per month.

III. ADMINISTRATION:

1. Pursuant to Section 670.8, Code of Iowa, the County shall defend, save
harmless and indemnify Medical Examiner and/or Deputy Linn County Medical
Examiner(s) against any tort claim or demand, whether groundless or otherwise, arising
out of an alleged act or omission occurring within the scope of his duties. However, this
agreement to save harmless and indemnify shall not apply to awards for punitive
damages. Also, this agreement to save harmless and indemnify shall not apply and
County is entitled to restitution by Medical Examiner and/or Deputy Linn County Medical
Examiner(s) if, in an action commenced by County against Medical Examiner, it is
determined that the conduct of the Medical Examiner and/or Deputy Linn County
Medical Examiner(s) upon which the tort claim or demand was based constituted a
willful and wanton act or omission. This agreement to defend, save harmless and
indemnify shall apply whether or not County is a party to the action and shall include but
not be limited to cases arising under Title 42 United States Code Section 1983. In the
event Medical Examiner and/or Linn County Deputy Medical Examiner(s) fails to
cooperate in the defense against the claim or demand, County shall have a right of
indemnification against Medical Examiner.

2. This Agreement recognizes that Medical Examiner, Linn County Deputy
Medical Examiner(s), Linn County Medical Examiner Investigator(s), including Lead
Linn County Medical Examiner Investigator, are independent contractors and will not be
considered employees of Linn County, Iowa, for any purpose.
IV. TERM OF THIS AGREEMENT:

1. This Agreement shall commence on January 1, 2020, and shall be in effect until December 31, 2020.

2. This Agreement shall terminate of its own accord and without further notice should Donald J. Linder, D.O., no longer occupy the position of Linn County Medical Examiner for any reason.

V. EFFECTIVE DATE:

This Agreement shall be effective upon its execution by the parties, retroactive to the commencement of the Agreement term as provided herein.

IN WITNESS WHEREOF, the parties hereto have set their hands for the purposes herein expressed to this instrument, as of the dates below indicated.

LINN COUNTY, IOWA

BY:

Chairperson, Linn County Board of Supervisors

Donald J. Linder, D.O.
Linn County Medical Examiner

Date

Date

MEDEXAM1- 1/2/2020
LINN COUNTY ORDINANCE # _________________________
AN ORDINANCE AMENDING THE CODE OF ORDINANCES, LINN COUNTY, IOWA
BY AMENDING PROVISIONS IN CHAPTER 107

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

SECTION 1. SEE ATTACHMENT A

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

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

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

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

Public hearing and first consideration on the 6th day of JANUARY, 2020.

Second consideration on the 8th day of JANUARY, 2020.

Third and final passage on the 15th day of JANUARY, 2020.

Published in the Gazette on the ______ day of ________________, 2020.
LINN COUNTY BOARD OF SUPERVISORS

__________________________
Chairperson

__________________________
Supervisor

__________________________
Supervisor

ATTEST:

__________________________
Joel D. Miller, Linn County Auditor

STATE OF IOWA    )
COUNTY OF LINN   )SS

I, ___________________________________, County Auditor of Linn County, Iowa, hereby certify that the above and foregoing is a true copy of an ordinance passed by the Linn County Board of Supervisors at a regular meeting of said Board held on _________________________, 2020 and published as provided by law on _________________________, 2020.

__________________________
Linn County Auditor

Subscribed and sworn to me this _____ day of ____________, 2020.

__________________________
Notary Public, State of Iowa
1. **Article VII Zoning Classifications. Density, Dimensional Standards and Allowed Uses, Section 107-147-1, Use Table.**

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2. **Article VI Specific Development Standards, Section 107-115 Standards for Retail, Service and Commercial Uses, subsection (k) Business and household services, lawn, garden and yard maintenance services.**

**(k)** *Business and household services, lawn, garden and yard maintenance services.* Lawn, garden and yard maintenance services shall meet the following standards:

1. **Major site plan required.** A major site plan shall be submitted and reviewed prior to the approval of lawn, garden and yard maintenance service.

2. **Street access.** The site shall have access to a hard surfaced road of sufficient capacity to accommodate the traffic that the use will generate.

4. **Parking.** Parking and loading shall meet the standards in section 107-93(e).

5. **VM Village Mixed-Use District.** Within the VM Village Mixed-Use District, outdoor storage area shall not exceed 5,000 square feet in size and shall be screened from adjacent residences and public roads by a solid fence six feet in height.

6. **AG Agricultural District.** Within the AG Agricultural District, Lawn, Garden, and Yard Maintenance Services may have a maximum of 10 employees at any one time. Outdoor storage areas shall not exceed 5,000 square feet in size and shall be screened from adjacent residences and public roads by a solid fence six feet in height.

5. **Uses in conjunction with a residential use shall follow the standards in section 107-113(h).**

3. **Article VI Specific Development Standards, Street Access.**

   All uses in this Article containing a provision regarding “Street Access” is amended as follows:

   Street access. *The site shall have access to a hard surfaced road of sufficient capacity to accommodate the traffic that the use will generate, with continuous hard surfaced connection to a county arterial, or state or federal highway.*