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.

Proclamation: Child Abuse Prevention Month -- April 2020
Proclamation: Week of the Young Child -- April 13 – 17, 2020
Proclamation: Sexual Assault Awareness Month -- April 2020

Update on Linn County’s response to COVID-19

Update on COVID-19 Budget

Discuss and decide on a furlough for Linn County Options staff

Discuss and decide on extending the closure date for certain Linn County buildings

Approve and authorize Linn County Board of Supervisors Chair, to electronically sign Amendment 4 of Contract #5880HC08 between the Iowa Department of Public Health and Linn County Community Services/Ryan White Program authorizing an additional $12,400.00 in funding for contract year April 1, 2019 – March 31, 2020 bring the contract total to $710,937.

Discuss and decide on a proposal from LIFTS to implement new services as a response to COVID-19

Discuss new contracts for PPME (deputies) and IBEW (sergeants and attorneys) effective July 1, 2020.

Approve and authorize Chair to sign a contract between Linn County and Amperage for COVID-19 crisis communications at a rate of $120 per hour

Approve and authorize chair to sign the First Amendment to Lease Agreement between Linn County and Willis Dady Homeless Services for a portion of the Fillmore Building

Approve and authorize chair to sign an Agreement between Linn County and Garling Construction for the Fillmore Building reroofing project
Discuss and decide on a Change Order No. 1 to the Agreement between Linn County and Sheets General Construction for the Community Services Building renovation project.

Discuss contract to install HVAC chiller at 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.

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

**Claims**
Discuss and decide on claims.

**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 866-576-7975, access code 218839#
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.
COUNTY OF LINN

PROCLAMATION

CHILD ABUSE PREVENTION MONTH—APRIL 2020

WHEREAS, the Iowa Department of Human Services confirmed or founded 633 reports of child abuse in Linn County in 2018; and

WHEREAS, child abuse and neglect is a serious problem affecting every segment of our community, and requires action from everyone in our community to prevent it; and

WHEREAS, our children are our most valuable resource and will shape the future of Cedar Rapids and Linn County; and

WHEREAS, child abuse and neglect directly harms children and increases the likelihood of long-term physical and mental health problems, alcohol and substance abuse, continued family violence and criminal behavior; and

WHEREAS, child abuse and neglect occurs when people find themselves in stressful situations and don’t know how to cope; and

WHEREAS, the majority of child abuse cases stem from situations and conditions that are preventable in an engaged and caring community; and

WHEREAS, every child can have a great childhood by making sure each family has the support and education they need in raising their children in safe, nurturing environments; and

WHEREAS, effective child abuse prevention programs succeed because of partnerships created among social service agencies, schools, faith communities, civic organizations, law enforcement agencies, and the business community; and

WHEREAS, community members must make every effort to promote programs and activities that benefit children and their families.

NOW, THEREFORE, BE IT RESOLVED, that we, the Linn County Board of Supervisors, do hereby proclaim April, 2020 as: “Child Abuse Prevention Month.” And call upon all citizens to increase their participation in building caring connections with families, thereby preventing child abuse and strengthening the community in which we live.

Linn County Board of Supervisors

___________________________
Chairperson
WEEK OF THE YOUNG CHILD

WHEREAS, the Linn County Early Childhood Iowa Board, East Central Chapter of the Iowa Association for the Education of Young Children, and other local organizations are celebrating the Week of the Young Child on April 13-17, 2020; and

WHEREAS, by highlighting the need for high quality early childhood services for all children and families within our communities and the state, these groups are committed to the early care and education system in Iowa that will ensure every child, beginning at birth, is health and successful; and

WHEREAS, considering the latest research on brain development and how children learn, as well as what we know about the financial and economic returns on investments in early childhood, we fully support the need for access to high quality, early childhood services; and

WHEREAS, we must recognize the vital work performed by early childhood educators, express our gratitude for their important services and support efforts to see that they are properly compensated:

NOW, THEREFORE, BE IT PROCLAIMED, the Linn County Board of Supervisors, do hereby proclaim April 13 – 17, 2020, as the

"WEEK OF THE YOUNG CHILD"

Linn County Board of Supervisors

Chairperson
COUNTY OF LINN

PROCLAMATION

SEXUAL ASSAULT
AWARENESS MONTH—APRIL 2020

WHEREAS, sexual assault affects women, children and men of all racial, cultural and economic backgrounds; and

WHEREAS, in addition to the immediate physical and emotional costs, sexual assault may also have associated consequences of post-traumatic stress disorder, substance abuse, depression, homelessness, eating disorders and suicide; and

WHEREAS, sexual assault can be devastating not only to the survivor, but also for the family and friends of the survivor; and

WHEREAS, we must work together to educate our community about sexual violence prevention, supporting survivors, and speaking out against harmful attitudes and actions; and

WHEREAS, with leadership, dedication, and encouragement, there is evidence that we can be successful in preventing sexual violence in Linn County through increased education, awareness, and community involvement; and

WHEREAS, Linn County strongly supports the efforts of national, state, and local partners, and of every citizen, to actively engage in public and private efforts to prevent sexual violence. It’s time for all of us to start conversations, take appropriate action and support one another to create a safer environment for all.

NOW, THEREFORE, BE IT PROCLAIMED, that we, the Linn County Board of Supervisors, join advocates and communities across the country in playing an active role to prevent sexual violence. Along with the United States Government and State of Iowa, we do hereby proclaim April as "Sexual Assault Awareness Month!"

Linn County Board of Supervisors

Chairperson
Furlough Request for Staff at Options of Linn County

On March 17, the Governor ordered that Adult Day Service Providers close. They have spent the time deep cleaning, organizing their work areas for the clients’ return, doing some future planning, volunteering in the community making masks, and participating in training activities. This is posing budgetary strain and we are questioning if we are in line with the guidance from the Health Department and the Governor.

On the budget side, we bill Medicaid approximately $10k-$12k each day that we provide service. Well over 90% of this is taken up by staff salaries and benefits meaning that each day we remain open we are losing about $10k. Options is not like any other Linn County program. Options is a Special Revenue Fund, which means the program, by law, cannot receive any tax dollars from Linn County. As a Medicaid program, we can only support our operations through the Medicaid reimbursements. In our current situation, with no client reimbursements happening, Options salary and benefit expenses equal $50,000 a week. So we have already bled $100,000 in expenses that will not be recouped. Options has a reserve fund of about $1.4 million from previous years when our cost reimbursement was substantial. This is helping us for any annual short falls, while we work to trim expenses and hope for legislative changes to the tiered rate system. As you all know, two years ago the state switched to a tier rate way of reimbursements, costing Options about $700,000 annually in revenue. Since then we have cut expenses by $500,000 annually, but there not enough to close the gap completely. We were fortunate to get a two year grant from the East Central Region for $137,500 each year to help. That grant will not be available next year.

We are worried that if Options staff continue to work with no clients, this will burn through the reserve fund, essentially eliminating the 5-7 year safety net we had with the Options program. With no safety net, the long standing, well established, and well trusted Options program for 180 clients/families would have to close its doors, eliminating approximately 40 jobs.

In the meantime, all reliable information informs us that non-essential personnel should stay at home. We are having 35 staff gather each work day, and even though they are separated into five work areas and private offices, I believe this poses an unnecessary risk to them and their families and we feel we are not doing what is being asked of us as citizens.

I am requesting that the Board of Supervisors approve a furlough for the Options staff. By contract, furloughs are to last a maximum of thirty days. Due to the nature of this emergency, we are asking that the furlough and accrued benefits, seniority, health and dental insurance coverage, continue to last until such time that the Governor allows the staff to return to work.
DATE: March 25, 2020

AMENDMENT #: 4

<table>
<thead>
<tr>
<th>CONTRACT #: 5880HC08</th>
<th>PROJECT TITLE: HIV Core and Medical Support Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTRACTOR: Linn County Treasurer dba Linn County Community Services 1240 26th Avenue Court SW Cedar Rapids, IA 52404</td>
<td>TOTAL CONTRACT AMOUNT: $366,294.00 $375,989.00 $698,537.00 $710,937.00</td>
</tr>
<tr>
<td>STATE OF IOWA DEPT. OF ADMINISTRATIVE SERVICES VENDOR #: 00002127879</td>
<td>FUNDING SOURCE: FEDERAL: $320,464.00 $329,789.00 $328,518.00 $419,903.00 $422,603.00 STATE: $9,00 $1,274.00 $390.00 $1,350.00 OTHER: $44,827.00 $46,200.00 $278,334.00 $286,984.00</td>
</tr>
</tbody>
</table>

This contract is amended by adding $12,400.00 in a variety of line items to meet the needs of the clients through the end of the contract.

The following changes are being made to the funding:
- 0804 RWRO Other = +8,650.00
- 1553 State = +1,050.00
- 0806 DAP0 Federal = +2,200.00
- 0804 PBS9 Federal = +500.00

Article IX - Budget:

<table>
<thead>
<tr>
<th>Total available funding April 1-Sept 29, 2019</th>
<th>Available September 30, 2019 – March 31, 2020 Second six month available funds</th>
<th>Amendment 5</th>
<th>Updated Available funding Sept 30, 2019- March 31, 2020</th>
<th>Total available funds and contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>A. Case Management</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Medical Case Management</td>
<td>$47,322.00</td>
<td>$47,178.00</td>
<td>$500.00</td>
<td>$47,678.00</td>
</tr>
<tr>
<td>Non-Medical Case Management</td>
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<td>$49,900.00</td>
<td>+$8,000.00</td>
<td>$57,900.00</td>
</tr>
<tr>
<td>Brief Contact Management (Psychosocial Support Services)</td>
<td>$41,970.00</td>
<td>$41,900.00</td>
<td>$0.00</td>
<td>$41,900.00</td>
</tr>
<tr>
<td>Maintenance Outreach Support Services (Service Outreach)</td>
<td>$325.00</td>
<td>$300.00</td>
<td>+$1,050.00</td>
<td>$1,350.00</td>
</tr>
<tr>
<td>B. Other Core and Support Services</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Outpatient/Ambulatory Medical Care</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

Lucas State Office Building, 321 E. 12th Street, Des Moines, IA 50319-0075 ■ 515-281-7689 ■ www.idph.state.ia.us
DEAF RELAY (Hearing or Speech Impaired) 711 or 1-800-735-2942
## Oral Health
- $0.00
- $0.00
- $0.00
- $0.00
- $0.00

## Early Intervention Services
- $0.00
- $0.00
- $0.00
- $0.00
- $0.00

## Health Insurance Premium & Cost Sharing Assistance
- $7,499.00
- $6,000.00
- $500.00
- $8,500.00
- $13,999.00

## Mental Health
- $0.00
- $0.00
- $0.00
- $0.00
- $0.00

## Medical Nutrition Therapy
- $0.00
- $0.00
- $0.00
- $0.00
- $0.00

## Substance Abuse Services Outpatient
- $0.00
- $0.00
- $0.00
- $0.00
- $0.00

## Emergency Financial Assistance
- $30,600.00
- $24,874.00
- $500.00
- $25,34/4.00
- $56,974.00

## Food Bank/Home
- $25,240.00
- $5,250.00
- $500.00
- $4,750.00
- $29,990.00

## Health Education/Risk Reduction
- $0.00
- $0.00
- $0.00
- $0.00
- $0.00

## Housing Services
- $62,623.00
- $49,000.00
- $3,033.00
- $52,033.00
- $114,626.00

## Linguistic Services
- $273.00
- $500.00
- $0.00
- $570.00
- $843.00

## Medical Transportation Services
- $16,016.00
- $6,000.00
- $1,300.00
- $4,700.00
- $20,716.00

## Outreach Services
- $0.00
- $0.00
- $0.00
- $0.00
- $0.00

## Psychosocial Support Services (Support Group)
- $0.00
- $0.00
- $0.00
- $0.00
- $0.00

## Referral for Health care/ Supportive Services
- $16,724.00
- $14,899.00
- $2,350.00
- $17,249.00
- $33,973.00

## Substance Abuse Services (residential)
- $0.00
- $0.00
- $0.00
- $0.00
- $0.00

## Other: Financial Literacy classes for clients
- $65.00
- $0.00
- $0.00
- $0.00
- $65.00

### C. Infrastructure Development

| Quality Management activities | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| Data Management activities    | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |
| Planning and Coordination activities | $0.00 | $0.00 | $0.00 | $0.00 | $0.00 |

### D. Prevention with Positives
- $33,920.00
- $34,156.00
- $1,700.00
- $35,866.00
- $69,776.00

### E. Field Benefits Specialists
- $9,013.00
- $3,264.00
- $1,000.00
- $2,264.00
- $11,277.00

### G. Supplies
- $231.00
- $10,000.00
- $3,600.00
- $6,400.00
- $6,631.00

**Sub total**
- $341,813.00
- $263,221.00
- $11,273.00
- $304,494.00
- $646,307.00

### Administration 10% of the entire budget
- $34,181.00
- $28,322.00
- $1,127.00
- $30,449.00
- $84,630.00

### Total
- $375,994.00
- $322,543.00
- $12,400.00
- $334,943.00
- $710,937.00

The amended contract amount on the face sheet has increased by $12,400.00. The contract total is $710,937.00.

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: __________________________
Jeffrey Kerber, Director
Division of Behavioral Health

**For and on behalf of the Contractor:**

By: __________________________

Insert Date (required if not a digital signature): __________________________
TENTATIVE AGREEMENT

Linn County

And

PPME Local #2003

The parties agree to recommend the following contract modifications to the Board of Supervisors and Union Membership for ratification.

1. **Article 5 Check-off**

   Delete entire article as it is no longer legal to be included in a contract.

2. **Article 7 Hours of Work and Overtime**

   Change to Section 2 – The work week commences **Saturday** **Sunday** at midnight and ends the following **Friday** **Saturday** at midnight.

   Change to Section 10 – Employees subpoenaed to appear in court outside their scheduled shift shall receive a minimum of two (2) hours pay at the appropriate rate unless such required court time overlaps their regular work hours in which case they will receive overtime pay for only so much of the court time that occurs outside of their regularly scheduled shift.

3. **Article 18 Health and Safety Matters**

   New section – In an effort to safeguard and improve employee mental health and wellness, all employees will be required to utilize Mercy EAP services on an annual basis for the purpose of a mental health well-being check. No information regarding the visit will be shared with management other than that which is required by law if the counselor considers the employee a threat to themselves or others. Employees will earn 150 wellness points for their attendance at the well being check.

   New section – In an effort to address potential safety and security concerns, the County wishes to establish a random drug screening program for all deputies and communications officers administered by the County’s Risk Management Department.
4. **Article 21 Position Classifications and Wage Rates**

   a) The salary schedule will increase three percent (3.00%) on July 1, 2020, three percent (3.00%) on July 1, 2021 and three percent (3.00%) on July 1, 2022.

   b) Eligible employees will advance one step on the salary schedule during the fiscal years beginning July 1, 2020, July 1, 2021 and July 1, 2022.

   c) Add a 20 year step that is 3% greater than the 15 year step.

5. **Article 22 Group Insurance**

   a) Effective July 1, 2020 – Increase monthly employee contributions from $80 to $90 for the single contract and from $190 to $205 for the family contract.

   b) Effective January 1, 2021 - Increase annual deductibles from $350 to $375 for the single contract and from $700 to $750 for the family contract and increase the annual out of pocket maximum (OPM) from $1,050 to 1,075 for the single contract and $2,100 to $2,150 for the family contract.

   Increase the emergency room co-pay as follows: 7/1/20 - $100; 7/1/21 - $150; and 7/1/22 -- $250. The co-pay will be waived if the employee or family member is admitted to the hospital.

   c) Effective July 1, 2021 – Increase monthly employee contributions from $90 to $140 for the single contract and $205 to $265 for the family contract.

   d) Effective January 1, 2022 - Increase annual deductibles from $375 to $400 for the single contract and from $750 to $800 for the family contract and increase the annual out of pocket maximum (OPM) from $1,075 to $1,100 for the single contract and from $2,150 to $2,200 for the family contract.

   e) Effective July 1, 2022 – Increase monthly employee contributions from $140 to $150 for the single contract and from $265 to $280 for the family contract.

   f) Effective January 1, 2023 - Increase annual deductibles from $400 to $425 for the single contract and from $800 to $825 for the family contract and increase the annual out of pocket maximum (OPM) from $1,100 to $1,125 for the single contract and $2,200 to $2,250 for the family contract.

   g) **New section – Effective July 1, 2021, a $40 per month premium discount for single coverage will be granted to employees who participate in the County’s Wellness Rewards Program and achieve a minimum of 1,000 points. A $45 per month premium discount for family coverage will be granted to employees who participate in the County’s Wellness Rewards Program and achieve at least 1,000 points.**
6. **Article 24 Term**
   a) Change the effective dates of the contract to read **July 1, 2020 - June 30, 2023**.

7. Incorporate MOU’s.

8. **New Section:**

   After 20 years of continuous service and a “bonafide” IPERS retirement, the County shall contribute the following amount to an employee’s deferred compensation account:

<table>
<thead>
<tr>
<th>Accumulated Sick Leave</th>
<th>Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum 750 Hours</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Minimum 1000 Hours</td>
<td>$7,500.00</td>
</tr>
<tr>
<td>Minimum 1500 Hours</td>
<td>$10,000.00</td>
</tr>
</tbody>
</table>
TENTATIVE AGREEMENT

Linn County

And

IBEW Local #204 (Sergeants)

The parties agree to recommend the following contract modifications to the Board of Supervisors and Union Membership for ratification.

The County proposals are as follows:

1. **Article 5 Check-off**

   Delete entire article as it is no longer legal to be included in a contract.

2. **Article 7 Hours of Work and Overtime**

   Change to Section 2 – The work week commences **Saturday** Sunday at midnight and ends the following **Friday** Saturday at midnight.

3. **Article 10 Short and Long Term Leave**

   Change to Section 2 - A scheduled leave shall begin when the employee's last regularly scheduled shift ends and continues until the next regularly scheduled shift begins. Employees on Short Term leave shall be offered voluntary overtime in rotation, but may not be forced to work overtime except in the case of a department-wide emergency call-in. For employees working Patrol or in the Correctional Center, the use of Short Term Leave for the shift only provides protection for the shift itself and does not include hours outside the shift unless they have scheduled vacation for full shifts on either side of their weekend or two consecutive shifts either immediately prior to the weekend or immediately after the weekend.

   Change to Section 4 - Employees with less than 65 months of service will accumulate up to four (4) hours Long-Term Leave upon completion of a calendar month of employment until they complete 65 months of service. After the completion of 65 months of service, if an employee's Long-Term Leave balance drops below 260 hours, then the employee will begin accruing four (4) hours of Long-Term Leave upon completion of a calendar month until they accumulate a balance of 260 hours.
Add section – After 20 years of continuous service and a “bonafide” IPERS retirement, the County shall contribute the following amount to an employee’s deferred compensation account:

<table>
<thead>
<tr>
<th>Accumulated Long Term Leave</th>
<th>Contribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum 250 hours</td>
<td>$1,000.00</td>
</tr>
<tr>
<td>Minimum 350 Hours</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>Minimum 750 Hours</td>
<td>$5,000.00</td>
</tr>
<tr>
<td>Minimum 1000 Hours</td>
<td>$7,500.00</td>
</tr>
<tr>
<td>Minimum 1500 Hours</td>
<td>$10,000.00</td>
</tr>
</tbody>
</table>

4. **Article 13 Paid Holidays**

Change to Section 1 - There shall be eleven (11) paid holidays, namely: the day before New Year’s Day, New Year’s Day, Martin Luther King Day, President’s Day, Memorial Day, Independence Day, Labor Day, Veteran’s Day, Thanksgiving Day, the Friday after Thanksgiving, the day before Christmas, and Christmas day.

5. **Article 17 Equipment and Conditions of Work**

Change to Section 3 - The Employer will provide three hundred dollars ($300.00 - 450.00) per year for each uniformed Sergeant, for the sole purpose of cleaning required Sergeant’s uniforms. Uniformed Sergeant’s, will be allowed to select the cleaning establishment of their choice, pay for the cleaning and request reimbursement from Linn County to a maximum of three hundred dollars ($300.00 - 450.00) per fiscal year.

Change to Section 4 - All new Sergeants, designated as “plain clothes” Sergeants by the Sheriff, will receive an initial clothing and cleaning allowance of seven hundred and fifty ($750 650.00) dollars and six hundred ($600.00 590.00) dollars per fiscal year thereafter. Plain clothes Sergeants will be allowed to purchase and clean clothes and then request reimbursement from Linn County up to a maximum of six hundred dollars ($600.00 590.00) per fiscal year.

6. **Article 18 Health and Safety Matters**

New section – In an effort to safeguard and improve employee mental health and wellness, all employees will be required to utilize Mercy EAP services on an annual basis for the purpose of a mental health well-being check. No information regarding the visit will be shared with management other than that which is required by law if the counselor considers the employee a threat to themselves or others. Employees will earn 150 wellness points for their attendance at the well being check.
New section – In an effort to address potential safety and security concerns, the County wishes to establish a random drug screening program for all sergeants administered by the County's Risk Management Department.

7. **Article 21 Position Classifications and Wage Rates**

a) The salary schedule will increase three percent (3.00%) on July 1, 2020, three percent (3.00%) on July 1, 2021 and three percent (3.00%) on July 1, 2022.

b) Eligible employees will advance one step on the salary schedule during the fiscal years beginning July 1, 2020, July 1, 2021 and July 1, 2022.

c) Add a 5 year step that is 1.5% greater than the 1 year step and a 10 year step that is 1.5% greater than the 5 year step effective on the employee's anniversary date.

8. **Article 22 Group Insurance**

a) Effective July 1, 2020 – Increase monthly employee contributions from $80 to $90 for the single contract and from $190 to $205 for the family contract.

b) Effective January 1, 2021 - Increase annual deductibles from $350 to $375 for the single contract and from $700 to $750 for the family contract and increase the annual out of pocket maximum (OPM) from $1,050 to 1,075 for the single contract and $2,100 to $2,150 for the family contract.

Increase the emergency room co-pay as follows: 7/1/20 - $100; 7/1/21 - $150; and 7/1/22 - $250. The co-pay will be waived if the employee or family member is admitted to the hospital.

c) Effective July 1, 2021 – Increase monthly employee contributions from $90 to $140 for the single contract and $205 to $265 for the family contract.

d) Effective January 1, 2022 - Increase annual deductibles from $375 to $400 for the single contract and from $750 to $800 for the family contract and increase the annual out of pocket maximum (OPM) from $1,075 to $1,100 for the single contract and from $2,150 to $2,200 for the family contract.

e) Effective July 1, 2022 – Increase monthly employee contributions from $140 to $150 for the single contract and from $265 to $280 for the family contract.

f) Effective January 1, 2023 - Increase annual deductibles from $400 to $425 for the single contract and from $800 to $825 for the family contract and increase the annual out of pocket maximum (OPM) from $1,100 to $1,125 for the single contract and $2,200 to $2,250 for the family contract.
g) **New section – Effective July 1, 2021, a $40 per month premium discount for single coverage will be granted to employees who participate in the County’s Wellness Rewards Program and achieve a minimum of 1,000 points. A $45 per month premium discount for family coverage will be granted to employees who participate in the County’s Wellness Rewards Program and achieve at least 1,000 points.**

9. **Article 24 Term**

Change the effective dates of the contract to read **July 1, 2020 - June 30, 2023.**
### Sergeant Salary Schedule

<table>
<thead>
<tr>
<th>Year</th>
<th>Starting Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>2020</td>
<td>$44.20</td>
</tr>
<tr>
<td>2021</td>
<td>$45.34</td>
</tr>
<tr>
<td>2022</td>
<td>$46.70</td>
</tr>
</tbody>
</table>

*Percent of 3.00% increase for each year.*

- **Tenth Year:** July 1, 2022
- **Fifth Year:** July 1, 2021
- **Second Year:** July 1, 2020

---

### Sergeant Classification

- 3.00% increase
- 3.00% increase
- 3.00% increase
TENTATIVE AGREEMENT

Linn County

And

IBEW Local #204 (Attorneys)

The parties agree to recommend the following contract modifications to the Board of Supervisors and Union Membership for ratification:

1. **Article 3 Non-Discrimination**

   Delete Section 3 as it relates to transfer procedures which is now an excluded topic of bargaining and must be removed from the contract.

2. **Article 4 Rights of Employer**

   Except to the extent specifically provided to the contrary in this Agreement, the Employer retains in addition to all powers, duties and rights established by constitutional provision, statute, ordinance, charter or special Act, the exclusive power, duty and right to plan, direct and control the work of its employees; hire, promote, demote, transfer, assign, retain and suspend employees in positions within the County; and discharge employees for just cause from positions within the County; issue and enforce rules relating to the employee’s conduct and discipline; maintain the efficiency of its governmental operations; schedule working hours, require overtime work, determine employee job qualifications; schedule vacations; relieve employees from duties because of lack of work or for other legitimate reasons; determine what work or services shall be contracled out or performed by the bargaining employees; change or eliminate existing methods, equipment or facilities; determine and implement methods, means, assignments, and personnel by which the Employer’s operations are to be conducted; take such actions as may be necessary to carry out its mission as a public employer; initiate, prepare, certify, and administer its budget; and exercise all other powers and duties granted to it by law.

3. **Article 5 Check-off**

   Delete entire article as dues checkoff is now prohibited and must be removed from the contract.
4. **Article 8 Grievance Procedure**

Add Section 8.6 -The Union may grieve the discharge of an employee but may not grieve any other disciplinary actions. If the Union pursues a discharge through arbitration, the authority of the arbitrator is limited to determining whether a preponderance of the evidence exists to support the facts alleged by the County that resulted in the discharge. If the arbitrator determines that the County has met this burden, the grievance shall be denied.

5. **Article 9 Leaves of Absence**

Delete Section 6 as it relates to insurance which is now an excluded topic of bargaining and must be removed from the contract.

6. **Article 10 Short Term/Long Term Leave**

Change to Section 10.3 - Employees with less than 65 months of service will accumulate up to four (4) hours Long-Term Leave upon completion of a calendar month of employment until they complete 65 months of service. After the completion of 65 months of service, if an employee’s Long-Term Leave balance drops below 260 hours, then the employee will begin accruing four (4) hours of Long-Term Leave upon completion of a calendar month until they accumulate a balance of 260 hours.

Delete Section 4(c) last part of last sentence as payout of sick leave or illness leave is considered supplemental pay which is an now an excluded topic of bargaining and must be removed from the contract.

7. **Article 14 Professional Expenses**

Section 14.1 – Employer will pay for required continuing legal education at conference or forums determined by the County Attorney.

Section 14.2 – Employer shall provide the same amenities pertaining to lodging, meals, travel and expenses as provided in the Linn County Employee Handbook.

8. **Article 18 Position Classifications and Wage Rates**

The salary schedule will increase three percent (3.00%) on July 1, 2020, three percent (3.00%) on July 1, 2021 and three percent (3.00%) on July 1, 2022.
9. **Article 19  Group Insurance**

Delete entire article as it relates to insurance which is now an excluded topic of bargaining and must be removed from the contract.

10. **Article 21 Term**

    a) Change the effective dates of the contract to read *July 1, 2020 - June 30, 2023.*
<table>
<thead>
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<th>Pay Grade</th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
<td>27</td>
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</tr>
<tr>
<td>30</td>
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*Job Level: Level 1, Level 2, Level 3.*

*7/1/2020 - 6/30/2021*
<table>
<thead>
<tr>
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<tr>
<td>Level 2</td>
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<tr>
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<tr>
<td>Beginning</td>
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<td>90-41</td>
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<tr>
<td>90-42</td>
<td>$41,485.00</td>
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<tr>
<td>90-41</td>
<td>$35,285.00</td>
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<td>$10,485.00</td>
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<tr>
<td>90-44</td>
<td>$4,285.00</td>
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</tbody>
</table>

and Child Victim Liaison
Community Outreach Specialist
90-48%
Grade 25

90-41%
Grade 27

90-42%
Grade 29

90-45%
Grade 30

7/1/2021 - 6/30/2022
<table>
<thead>
<tr>
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<th>Percentage</th>
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</thead>
<tbody>
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<tr>
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<tr>
<td>30</td>
<td>$41,475.00 - $49,322.00</td>
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</table>

<table>
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<th>Grade</th>
<th>Pay Range</th>
<th>Percentage</th>
</tr>
</thead>
<tbody>
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<td>$26,398.00 - $32,000.00</td>
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</tr>
<tr>
<td>47</td>
<td>$17,726.00 - $21,227.45</td>
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</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Job #</th>
<th>Level 1</th>
<th>Level 2</th>
<th>Level 3</th>
</tr>
</thead>
<tbody>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
CRISIS COMMUNICATIONS - SCOPE OF WORK

Linn County
Crisis Communications

AMPERAGE will respond or counsel during possible communications crises as needed. This agreement will be primarily for the coming months as we deal with COVID-19, after which time Linn County will re-evaluate further need.

Agreement includes but not limited to:
- Consulting for crisis communications
- Presentation work
- Speech writing
- Standby for any issues. At any time please reach out to:
  - Mark Mathis, Partner, Chief Creative & Strategy Officer; 319.269.6230 mark@AMPERAGEMarketing.com
  - Lori Davis, Director of Public Relations; 319.290.3780 ldavi@AMPERAGEmarketing.com
  - Monte Bowden, Director of Video & Content Strategy; 319.269.3995 mbowden@AMPERAGEmarketing.com
  - Jessica Petersen, Account Manager; 563.212.3818 jpetersen@AMPERAGEmarketing.com
- Individual projects such as design, video, etc. will be quoted out separately
- AMPERAGE will report hours used to Linn County on a weekly basis

Total Investment: $120/ hour as needed

Payment will be invoiced bi-weekly as the hourly rate is incurred. For example: if 10 hours of time is put towards this project for one week Linn County will be billed $1,200 for that week. This investment does not include out-of-pocket expenses such as travel, tax, etc.

Target deadlines and timelines will be determined upon receipt of the signed quote. The quote is subject to revision and may include a 10% contingency fee if the scope of work is changed at the client’s request. Quote is valid for 60 days. AMPERAGE reserves the right to bill for work in progress. Upon completion of the job, the remainder of the cost then outstanding will be billed.

Client approval to proceed with project:

____________________________________  ______________________
Signature                                                Date
FIRST AMENDMENT TO LEASE AGREEMENT

THIS FIRST AMENDMENT TO LEASE AGREEMENT ("First Amendment") is made and entered into this 30th day of March 2020 by and between Linn County, Iowa ("Landlord") whose address for the purpose of this First Amendment is 935 Second Street SW, Cedar Rapids, IA 52404, and Willis Dady Homeless Services ("Tenant") whose address for the purpose of this First Amendment is 1247 4th Avenue SE, Cedar Rapids, IA 52403.

RECITALS:

A. Landlord and Tenant entered into that certain Lease Agreement dated November 25, 2019 ("Lease") whereby Landlord leases to Tenant and Tenant leases from Landlord 17,320 square feet, more or less, of a part of the building upon the real estate located at 520 11th Street NW, Cedar Rapids, Iowa, known as the "Fillmore Building", shown more specifically on the Attached "Exhibit A".

B. Tenant desires to extend the Lease Term stipulated in "Schedule A" of the Lease and, in connection therewith, Landlord and Tenant desire to provide for such extension and the modification and amendment of the Lease as more fully set forth herein.

AGREEMENT:

NOW THEREFORE in consideration of the mutual covenants and agreements made herein and for other good and valuable consideration, the adequacy of which is hereby acknowledged, Landlord and Tenant hereby agree that effective as of the date of this First Amendment, the Lease shall be amended and modified as follows:

1. **GRANT AND TERM.** Landlord and Tenant hereby agree to extend the Lease through the last day of April 2020, on the terms and conditions set forth in this First Amendment.

2. **NO FURTHER MODIFICATION.** Except as specifically set forth in this First Amendment, all of the terms and provisions of the Lease shall remain unmodified and in force and effect.

IN WITNESS WHEREOF, the parties hereto have duly executed this First Amendment as of the day and year first above written.

LINN COUNTY, IOWA

WILLS DADY HOMELESS SERVICES.

__________________________________________  ________________________________________
Linn County Board of Supervisors                  Phoebe Trepp, Executive Director
                                                Willis Dady Homeless Services.
AGREEMENT made as of the Twenty-fifth day of March in the year Two Thousand Twenty
(In words, indicate day, month and year.)

BETWEEN the Owner:
(Name, legal status, address and other information)

Linn County, State of Iowa
Board of Supervisors
Jean Oxley Public Service Center
935 2nd Street, SW
Cedar Rapids, IA  52404

and the Contractor:
(Name, legal status, address and other information)

Garling Construction, Inc.
1120 11th Street
Belle Plaine, IA  52208
319-444-3409

for the following Project:
(Name, location and detailed description)

Linn County Fillmore Building Reroofing
520 11th Street, NW
Cedar Rapids, IA  52405

The Architect:
(Name, legal status, address and other information)

Design Dynamics, Inc.
119 14th Street, SE
Cedar Rapids, IA  52403
319-298-0400

The Owner and Contractor agree as follows.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

The parties should complete A101™—2017, Exhibit A, Insurance and Bonds, contemporaneously with this Agreement. AIA Document A201™—2017, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.
# TABLE OF ARTICLES

1. **THE CONTRACT DOCUMENTS**
2. **THE WORK OF THIS CONTRACT**
3. **DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION**
4. **CONTRACT SUM**
5. **PAYMENTS**
6. **DISPUTE RESOLUTION**
7. **TERMINATION OR SUSPENSION**
8. **MISCELLANEOUS PROVISIONS**
9. **ENUMERATION OF CONTRACT DOCUMENTS**

**EXHIBIT A  INSURANCE AND BONDS**

## ARTICLE 1  THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary, and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations, or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

## ARTICLE 2  THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

## ARTICLE 3  DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

### § 3.1 The date of commencement of the Work shall be:

*(Check one of the following boxes.)*

- [X] The date of this Agreement.
- [] A date set forth in a notice to proceed issued by the Owner.
- [] Established as follows:

  *(Insert a date or a means to determine the date of commencement of the Work.)*

If a date of commencement of the Work is not selected, then the date of commencement shall be the date of this Agreement.

### § 3.2 The Contract Time shall be measured from the date of commencement of the Work.

### § 3.3 Substantial Completion

### § 3.3.1 Subject to adjustments of the Contract Time as provided in the Contract Documents, the Contractor shall achieve Substantial Completion of the entire Work:

*(Check one of the following boxes and complete the necessary information.)*
Not later than ( ) calendar days from the date of commencement of the Work.

[ X ] By the following date: July 17, 2020

§ 3.3.2 Subject to adjustments of the Contract Time as provided in the Contract Documents, if portions of the Work are to be completed prior to Substantial Completion of the entire Work, the Contractor shall achieve Substantial Completion of such portions by the following dates:

<table>
<thead>
<tr>
<th>Portion of Work</th>
<th>Substantial Completion Date</th>
</tr>
</thead>
</table>

§ 3.3.3 If the Contractor fails to achieve Substantial Completion as provided in this Section 3.3, liquidated damages, if any, shall be assessed as set forth in Section 4.5.

ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be Nine hundred twenty-six thousand nine hundred and 00/100 ($ 926,900.00), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 Alternates

§ 4.2.1 Alternates, if any, included in the Contract Sum:

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
</table>

§ 4.2.2 Subject to the conditions noted below, the following alternates may be accepted by the Owner following execution of this Agreement. Upon acceptance, the Owner shall issue a Modification to this Agreement. (Insert below each alternate and the conditions that must be met for the Owner to accept the alternate.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
<th>Conditions for Acceptance</th>
</tr>
</thead>
</table>

§ 4.3 Allowances, if any, included in the Contract Sum:

(Identify each allowance.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Price</th>
</tr>
</thead>
</table>

§ 4.4 Unit prices, if any:

(Identify the item and state the unit price and quantity limitations, if any, to which the unit price will be applicable.)

<table>
<thead>
<tr>
<th>Item</th>
<th>Units and Limitations</th>
<th>Price per Unit ($0.00)</th>
</tr>
</thead>
</table>

§ 4.5 Liquidated damages, if any:

(Insert terms and conditions for liquidated damages, if any.)

N/A

§ 4.6 Other:

(Insert provisions for bonus or other incentives, if any, that might result in a change to the Contract Sum.)

N/A
ARTICLE 5  PAYMENTS
§ 5.1 Progress Payments
§ 5.1.1 Based upon Applications for Payment submitted to the Architect by the Contractor and Certificates for Payment issued by the Architect, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 15th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than fifteen (15) days after the Architect receives the Application for Payment.

(Federal, state or local laws may require payment within a certain period of time.)

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form, and supported by such data to substantiate its accuracy, as the Architect may require. This schedule of values shall be used as a basis for reviewing the Contractor’s Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 In accordance with AIA Document A201™–2017, General Conditions of the Contract for Construction, and subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

§ 5.1.6.1 The amount of each progress payment shall first include:
.1 That portion of the Contract Sum properly allocable to completed Work;
.2 That portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction, or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing; and
.3 That portion of Construction Change Directives that the Architect determines, in the Architect’s professional judgment, to be reasonably justified.

§ 5.1.6.2 The amount of each progress payment shall then be reduced by:
.1 The aggregate of any amounts previously paid by the Owner;
.2 The amount, if any, for Work that remains uncorrected and for which the Architect has previously withheld a Certificate for Payment as provided in Article 9 of AIA Document A201–2017;
.3 Any amount for which the Contractor does not intend to pay a Subcontractor or material supplier, unless the Work has been performed by others the Contractor intends to pay;
.4 For Work performed or defects discovered since the last payment application, any amount for which the Architect may withhold payment, or nullify a Certificate of Payment in whole or in part, as provided in Article 9 of AIA Document A201–2017; and
.5 Retainage withheld pursuant to Section 5.1.7.

§ 5.1.7 Retainage
§ 5.1.7.1 For each progress payment made prior to Substantial Completion of the Work, the Owner may withhold the following amount, as retainage, from the payment otherwise due:

(Insert a percentage or amount to be withheld as retainage from each Application for Payment. The amount of retainage may be limited by governing law.)

Five Percent (5%)

Init. /

User Notes:

(1764914507)
§ 5.1.7.1 The following items are not subject to retainage:
(Insert any items not subject to the withholding of retainage, such as general conditions, insurance, etc.)

§ 5.1.7.2 Reduction or limitation of retainage, if any, shall be as follows:
(If the retainage established in Section 5.1.7.1 is to be modified prior to Substantial Completion of the entire Work, including modifications for Substantial Completion of portions of the Work as provided in Section 3.3.2, insert provisions for such modifications.)

§ 5.1.7.3 Except as set forth in this Section 5.1.7.3, upon Substantial Completion of the Work, the Contractor may submit an Application for Payment that includes the retainage withheld from prior Applications for Payment pursuant to this Section 5.1.7. The Application for Payment submitted at Substantial Completion shall not include retainage as follows:
(Insert any other conditions for release of retainage upon Substantial Completion.)

§ 5.1.8 If final completion of the Work is materially delayed through no fault of the Contractor, the Owner shall pay the Contractor any additional amounts in accordance with Article 9 of AIA Document A201–2017.

§ 5.1.9 Except with the Owner’s prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

§ 5.2 Final Payment
§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when
.1 the Contractor has fully performed the Contract except for the Contractor’s responsibility to correct Work as provided in Article 12 of AIA Document A201–2017, and to satisfy other requirements, if any, which extend beyond final payment; and
.2 a final Certificate for Payment has been issued by the Architect.

§ 5.2.2 The Owner’s final payment to the Contractor shall be made no later than 30 days after the issuance of the Architect’s final Certificate for Payment, or as follows:

§ 5.3 Interest
Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.
(Insert rate of interest agreed upon, if any.)

ARTICLE 6 DISPUTE RESOLUTION
§ 6.1 Initial Decision Maker
The Architect will serve as the Initial Decision Maker pursuant to Article 15 of AIA Document A201–2017, unless the parties appoint below another individual, not a party to this Agreement, to serve as the Initial Decision Maker.
(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect.)
§ 6.2 Binding Dispute Resolution
For any Claim subject to, but not resolved by, mediation pursuant to Article 15 of AIA Document A201–2017, the method of binding dispute resolution shall be as follows:

(Click the appropriate box.)

[ ] Arbitration pursuant to Section 15.4 of AIA Document A201–2017

[ X ] Litigation in a court of competent jurisdiction

[ ] Other (Specify)

If the Owner and Contractor do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.

ARTICLE 7 TERMINATION OR SUSPENSION
§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2017.

§ 7.1.1 If the Contract is terminated for the Owner’s convenience in accordance with Article 14 of AIA Document A201–2017, then the Owner shall pay the Contractor a termination fee as follows:

(Insert the amount of, or method for determining, the fee, if any, payable to the Contractor following a termination for the Owner’s convenience.)

For acceptable work performed, inventory procured – inventory given to Owner.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2017.

ARTICLE 8 MISCELLANEOUS PROVISIONS
§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2017 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 The Owner’s representative:

(Name, address, email address, and other information)

Garth Fagerbakke
Jean Oxley Public Service Center
935 2nd Street
Cedar Rapids, IA 52404
319-892-5303

§ 8.3 The Contractor’s representative:

(Name, address, email address, and other information)

Jeff Ketels
Garling Construction, Inc.
5210 20th Ave, SW
Cedar Rapids, IA 52404
319-398-3340
§ 8.4 Neither the Owner’s nor the Contractor’s representative shall be changed without ten days’ prior notice to the other party.

§ 8.5 Insurance and Bonds
§ 8.5.1 The Owner and the Contractor shall purchase and maintain insurance as set forth in AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, Exhibit A, Insurance and Bonds, and elsewhere in the Contract Documents.

§ 8.5.2 The Contractor shall provide bonds as set forth in AIA Document A101™–2017 Exhibit A, and elsewhere in the Contract Documents.

§ 8.6 Notice in electronic format, pursuant to Article 1 of AIA Document A201–2017, may be given in accordance with AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, if completed, or as otherwise set forth below:
(If other than in accordance with AIA Document E203–2013, insert requirements for delivering notice in electronic format such as name, title, and email address of the recipient and whether and how the system will be required to generate a read receipt for the transmission.)

N/A

§ 8.7 Other provisions:

Changes in work amounting to less than Twenty Thousand Dollars and Zero Cents (20,000.00) may be approved by Garth Fagerbakke.

ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS
§ 9.1 This Agreement is comprised of the following documents:

1. AIA Document A101™–2017, Standard Form of Agreement Between Owner and Contractor
2. AIA Document A201™–2017, General Conditions of the Contract for Construction
3. AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:
(Insert the date of the E203-2013 incorporated into this Agreement.)

N/A

.4 Drawings

See Attached Exhibit A
See Exhibit B

.5 Specifications

See Attached Exhibit A
See Exhibit B

.6 Addenda, if any:

<table>
<thead>
<tr>
<th>Number</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>Addendum #1</td>
<td>February 18, 2020</td>
<td>8 pages</td>
</tr>
<tr>
<td>Addendum #2</td>
<td>February 24, 2020</td>
<td>2 pages</td>
</tr>
</tbody>
</table>

Portions of Addenda relating to bidding or proposal requirements are not part of the Contract Documents unless the bidding or proposal requirements are also enumerated in this Article 9.

.7 Other Exhibits:
(Check all boxes that apply and include appropriate information identifying the exhibit where required.)
AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:
(Insert the date of the E204-2017 incorporated into this Agreement.)

The Sustainability Plan:

<table>
<thead>
<tr>
<th>Title</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>Document</td>
<td>Title</td>
<td>Date</td>
</tr>
<tr>
<td>Section 007300</td>
<td>Supplementary Conditions</td>
<td>January 29, 2020</td>
</tr>
</tbody>
</table>

Supplementary and other Conditions of the Contract:

.8 Other documents, if any, listed below:
(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201™–2017 provides that the advertisement or invitation to bid, Instructions to Bidders, sample forms, the Contractor’s bid or proposal, portions of Addenda relating to bidding or proposal requirements, and other information furnished by the Owner in anticipation of receiving bids or proposals, are not part of the Contract Documents unless enumerated in this Agreement. Any such documents should be listed here only if intended to be part of the Contract Documents.)

Performance Bond
Builders Risk Insurance

This Agreement entered into as of the day and year first written above.

OWNER (Signature)
Ben Rogers,
Chairperson, Board of Supervisors
(Printed name and title)

CONTRACTOR (Signature)
Troy Pins,
President, Garling Construction, Inc.
(Printed name and title)
Additions and Deletions Report for
AIA® Document A101™ – 2017

This Additions and Deletions Report, as defined on page 1 of the associated document, reproduces below all text the author has added to the standard form AIA document in order to complete it, as well as any text the author may have added to or deleted from the original AIA text. Added text is shown underlined. Deleted text is indicated with a horizontal line through the original AIA text.

Note: This Additions and Deletions Report is provided for information purposes only and is not incorporated into or constitute any part of the associated AIA document. This Additions and Deletions Report and its associated document were generated simultaneously by AIA software at 17:33:28 ET on 03/23/2020.

PAGE 1

AGREEMENT made as of the Twenty-fifth day of March in the year Two Thousand Twenty

...

Linn County, State of Iowa
Board of Supervisors
Jean Oxley Public Service Center
935 2nd Street, SW
Cedar Rapids, IA 52404

...

Garling Construction, Inc.
1120 11th Street
Belle Plaine, IA 52208
319-444-3409

...

Linn County Fillmore Building Reroofing
520 11th Street, NW
Cedar Rapids, IA 52405

...

Design Dynamics, Inc.
119 14th Street, SE
Cedar Rapids, IA 52403
319-298-0400

PAGE 2

[ ☑ ] The date of this Agreement.

PAGE 3

[ ☑ ] By the following date: July 17, 2020

...

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor’s performance of the Contract. The Contract Sum shall be ($——), Nine hundred twenty-six thousand nine hundred and 00/100 ($926,900.00), subject to additions and deductions as provided in the Contract Documents.
N/A

N/A

N/A

PAGE 4

§ 5.1.3 Provided that an Application for Payment is received by the Architect not later than the 1st day of a month, the Owner shall make payment of the amount certified to the Contractor not later than the 15th day of the same month. If an Application for Payment is received by the Architect after the application date fixed above, payment of the amount certified shall be made by the Owner not later than fifteen (15) days after the Architect receives the Application for Payment.

Five Percent (5%)

PAGE 6

[X] Litigation in a court of competent jurisdiction

For acceptable work performed, inventory procured – inventory given to Owner.

Garth Fagerbakke
Jean Oxley Public Service Center
935 2nd Street
Cedar Rapids, IA 52404
319-892-5030

Jeff Ketels
Garling Construction, Inc.
5210 20th Ave, SW
Cedar Rapids, IA 52404
319-398-3340

PAGE 7

N/A

Changes in work amounting to less than Twenty Thousand Dollars and Zero Cents (20,000.00) may be approved by Garth Fagerbakke.
3. AIA Document A201™–2017, General Conditions of the Contract for Construction
4. AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

4. Drawings

See Attached Exhibit A

5. Specifications

See Attached Exhibit A

6. Addenda, if any:

<table>
<thead>
<tr>
<th>Addendum</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>Addendum #1</td>
<td>February 18, 2020</td>
<td>8</td>
</tr>
<tr>
<td>Addendum #2</td>
<td>February 24, 2020</td>
<td>2</td>
</tr>
</tbody>
</table>

7. Other Exhibits:

[ ] AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:

[ ] The Sustainability Plan:

[ ] Supplementary and other Conditions of the Contract:

<table>
<thead>
<tr>
<th>Section</th>
<th>Supplementary Conditions</th>
<th>Date</th>
<th>Pages</th>
</tr>
</thead>
<tbody>
<tr>
<td>007300</td>
<td></td>
<td>January 29, 2020</td>
<td>7</td>
</tr>
</tbody>
</table>

8. Other documents, if any, listed below:

**Performance Bond**
Builders Risk Insurance

Ben Rogers,
Chairperson, Board of Supervisors

Troy Pins,
President, Garling Construction, Inc.
I, [Name], hereby certify, to the best of my knowledge, information and belief, that I created the attached final document simultaneously with its associated Additions and Deletions Report and this certification at 17:33:28 ET on 03/23/2020 under Order No. 9683150347 from AIA Contract Documents software and that in preparing the attached final document I made no changes to the original text of AIA® Document A101™ – 2017, Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum, as published by the AIA in its software, other than those additions and deletions shown in the associated Additions and Deletions Report.

(Signed)

>Title

(Dated)
Re: The Coronavirus Outbreak and Its Potential Project Impact

Dear Supervisors:

This letter is regarding the coronavirus (COVID-19) and its potential impact on the Linn County Fillmore (“Project”). As you are aware, the World Health Organization and Department of Health and Human Services have declared the coronavirus a public health emergency. We continue to monitor the situation closely and are actively taking steps to mitigate any potential impacts to our work on the Project, in addition to utilizing work health and safety systems to ensure the well-being of our workers. If the coronavirus continues to spread, however, few industries will remain unaffected, the construction industry included. Accordingly, we believe it prudent to notify you of how the proliferation of the virus could potentially impact work on the Project.

The coronavirus poses potential labor availability issues, particularly as quarantines are formally and informally imposed. In addition to potential labor shortfalls, the coronavirus has already reportedly resulted in international and domestic travel restrictions, international plant closings, supply chain issues, late or suspended material shipments from abroad, and domestic project interruptions caused by a combination of all of the above. If the spread of the coronavirus continues, it is likely that the commercial effects will have ramifications for the Project that are beyond our control. We intend to keep you apprised of Project impacts and take reasonable steps and actions to prevent and lessen any impacts to the Project. Despite this, please understand that the coronavirus is an incident we simply cannot control, and delays and disruptions in material and equipment shipments, significant increases in the cost of materials and equipment, and/or the inability to adequately staff or access the Project site due to health and safety concerns may make performance of our contractual obligations impractical if not impossible.

Please feel free to contact me to further discuss and evaluate potential Project impacts and/or delays and discuss how we can work together to manage this mutual concern. I look forward to hearing from you.

Sincerely,
Garling Construction Inc.

By: ____________________________
Troy Pins, President

Acceptance By: _______________________
Linn County Board of Supervisors
## Change Order

<table>
<thead>
<tr>
<th>PROJECT: (Name and address)</th>
<th>CONTRACT INFORMATION:</th>
<th>CHANGE ORDER INFORMATION:</th>
</tr>
</thead>
<tbody>
<tr>
<td>18231001 - Linn County Community Services</td>
<td>Contract For: Linn County of Iowa</td>
<td>Change Order Number: 001</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>OWNER: (Name and address)</th>
<th>ARCHITECT: (Name and address)</th>
<th>CONTRACTOR: (Name and address)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Linn County of Iowa 935 2nd Street SW Cedar Rapids, Iowa 52404</td>
<td>OPN Architects 200 5th Avenue SE, Suite 201 Cedar Rapids, Iowa 52401</td>
<td>Sheets General Construction 18284 IA-64 Maquoketa, Iowa 52060</td>
</tr>
</tbody>
</table>

### THE CONTRACT IS CHANGED AS FOLLOWS:

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

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>PR-4</td>
<td>Electrical power for furniture feeds and door card access</td>
<td>$19,895.00</td>
</tr>
<tr>
<td>PR-5</td>
<td>Phase II - Low voltage HVAC control wiring</td>
<td>$11,181.00</td>
</tr>
<tr>
<td>PR-6</td>
<td>Phase III - Low voltage HVAC control wiring</td>
<td>$9,184.00</td>
</tr>
<tr>
<td>PR-7</td>
<td>Phase I - Network wiring</td>
<td>$2,439.00</td>
</tr>
</tbody>
</table>

The original Contract Sum was $948,800.00
The net change by previously authorized Change Orders $0.00
The Contract Sum prior to this Change Order was $948,800.00
The Contract Sum will be increased by this Change Order in the amount of $42,699.00
The new Contract Sum including this Change Order will be $991,499.00
The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be

### NOTE:

This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

### NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.

<table>
<thead>
<tr>
<th>ARCHITECT (Firm name)</th>
<th>CONTRACTOR (Firm name)</th>
<th>OWNER (Firm name)</th>
</tr>
</thead>
<tbody>
<tr>
<td>OPN Architects</td>
<td>Sheets General Construction</td>
<td>Linn County Of Iowa</td>
</tr>
<tr>
<td>Heather Lynxwiler</td>
<td>SIGNATURE</td>
<td>SIGNATURE</td>
</tr>
</tbody>
</table>

PRINTED NAME AND TITLE: 3/25/2020

DATE: 3/25/2020