Call to Order

Pledge of Allegiance

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

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

Approve and authorize Chair to sign a letter of support for the Linn County Conservation Board's Community Attraction and Tourism (CAT) Grant Application for the Morgan Creek Park Phase I Development Project.

Approve and authorize Chair to sign a Vacancy Form requesting a summer intern for the Linn County Attorney's Office.

Approve and authorize Chair to sign a Vacancy Form requesting a Loss Control Specialist for Risk Management.

Reports

Resolutions
A Resolution in Support of the Linn County Conservation Board's Community Attraction and Tourism (CAT) Grant Application for The Morgan Creek Park Phase I Development Project.

Resolution approving the 2019 Linn County Weed Program and Legal Publication Notice to Residents.

Resolution appointing Rhonda L. Betsworth as Deputy Linn County Auditor.

Resolution to approve Residential Parcel Split for R & W Balster Addition, Case JPS18-0010.

Contract and Agreements
Approve and authorize Chair to sign a renewal agreement between Linn County and Grant Wood Area Education Agency for the operation of the Juvenile Detention Center School.

Approve and authorize Chair to sign a renewal agreement between Linn County and the Juvenile Detention Medical Director effective July 1, 2019 through June 30, 2020 for an amount of $25,750.
Approve and authorize Chair to sign First Amendment to contract number JUV-19-CB-6-001, entitled Tracking, Monitoring & Intervention, between Linn County, State of Iowa Juvenile Court Services, and the Iowa Department of Human Services, effective July 1, 2019 through June 30, 2020 for an amount not to exceed $825,150.

Approve and authorize Chair to sign the renewal contract, number JUV-20-CB-6-002, entitled SOLO In-Home Day Treatment, between Linn County, Juvenile Court Services for the 6th Judicial District of Iowa (JCS), and the Iowa Department of Human Services, effective July 1, 2019 through June 30, 2020 for an amount not to exceed $196,800.00.

Approve and authorize Chair to sign the Electronic Monitoring Agreement between Linn County and Juvenile Court Services for the 6th Judicial District Juvenile Court Services, effective July 1, 2019 through June 30, 2020 for an amount of $8.50 per day.

Approve and sign Adopt-A-Roadside application for Linn County Planning & Development to adopt County Home Road from Alburnett Road to Scott Road.

Approve and sign Adopt-A-Roadside application for Ely Public Library to adopt Ely Road (county portions only) from Wright Bros. Blvd. to Seven Sisters Road.

Approve and sign Adopt-A-Roadside application for Hallam Family to adopt Blairs Ferry Road (county portions only) from Milburn Road to Wayside Circle (west end).

Approve and authorize Chair to sign an agreement between Linn County and Terracon Consultants Inc. for an asbestos survey of the Fillmore Building for $3,200.

Licenses & Permits

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes
Discuss and decide on meeting minutes.

Discuss and decide on investment earnings for bonds issued at a premium

Discuss and decide on award of contract for construction of the ADA improvements for the front entrance and lobby restroom at the Linn County Correctional Center.

Discuss contract for professional services to design interior signage for the Harris building.

Discuss and decide on a resolution establishing provisions for the permitting and use of fireworks.

Discuss and decide on a Resolution Authorizing Certain County Employees to Commute with County-Owned Vehicles

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

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.
May 8, 2019

Community Attraction and Tourism (CAT) Committee
Iowa Economic Development
200 East Grand Avenue
Des Moines, IA  50309

RE: Linn County Conservation -- Morgan Creek Park Phase 1 Development Project

Dear Community Attraction and Tourism (CAT) Committee:

The Linn County Board of Supervisors is pleased to submit this letter of support for the Linn County Conservation Board’s Morgan Creek Park Phase 1 Development project and application for Community Attraction and Tourism funding.

Morgan Creek Park in southwest Linn County is located in an area where there are plans for residential development to surround the park. In light of this rapid development and population growth, Morgan Creek Park will be an increasingly vital recreational area and natural resource oasis.

Several aspects of this project are especially impactful to our community. The wetland series portion of this project will serve as an innovative storm water and wetland ecology display and educational opportunity for schools and visitors. Outdoor learning opportunities are increasingly critical, as our culture seems to be disconnecting our children more and more from nature. We continue to work on the challenge of getting more of our disconnected young people re-connected with nature and the outdoors. For this reason, parks like Morgan Creek near population centers are essential to support access to nature-based recreation and overall social equity in our community.

The Linn County Board of Supervisors fully supports the Linn County Conservation Board’s CAT grant application, and we urge you to approve this grant application to help make this worthwhile project a reality.

Sincerely,

Stacey Walker, Chair
Linn County Board of Supervisors
VACANCY FORM

SELECT ONE:
☐ NEW POSITION
☐ REPLACEMENT
REPLACES: __________________________

☐ NEW JOB CLASSIFICATION
☐ EXISTING JOB CLASSIFICATION

JOB TITLE: Summer Intern

DEPARTMENT: Linn County Attorney's Office

VACANCY DATE: ________________

SHIFT/HOURS: __________________________
NUMBER OF POSITIONS: __ __

REASON TO ADD NEW POSITION (if applicable):
☐ BUDGET OFFER
☐ GRANT FUNDING
☐ OTHER: __________________________

POST TO INSIDE: ☐ YES  ☐ NO
ADVERTISE: ☐ YES  ☐ NO
IF NO, GIVE EXPLANATION (i.e. not filling due to operational needs):

POSITION TYPE:
☐ FULL-TIME  ☐ PART-TIME # of hours/week  ☐ TEMPORARY/SEASONAL
☐ ON-CALL/SUBSTITUTE  ☐ GRANT-FUNDED
☐ BARGAINING UNIT: ☐ Clerical  ☐ Maintenance  ☐ Para Professional  ☐ Professional
☐ Attorneys  ☐ Conservation  ☐ Sergeants  ☐ PPME
☐ NON-BARGAINING UNIT (Management and Confidential Employees)

APPROVED BY: __________________________
DEPARTMENT HEAD (original signature required)
DATE 4/7/19

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:
PAY GRADE: __________________________
STARTING SALARY: $15.00/hr

HR DIRECTOR COMMENTS:

FINANCE/BUDGET DIRECTOR COMMENTS:

APPROVED BY: __________________________
DATE 4/30/19

APPROVED BY: __________________________
DATE 4/30/19

APPROVED BY: __________________________
DATE
VACANCY FORM

SELECT ONE:

☐ NEW POSITION

☐ REPLACEMENT

REPLACES: Safety Technician

☐ NEW JOB CLASSIFICATION

☐ EXISTING JOB CLASSIFICATION

JOB TITLE: Loss Control Specialist

SHIFT/HOURS: M-F 7:30 - 4:30

DEPARTMENT: Risk Management

NUMBER OF POSITIONS: 1

VACANCY DATE: 5/13/2019

NEW POSITION FUNDING SOURCE(S):

POST TO INSIDE: ☐ YES ☐ NO

ADVERTISE: ☐ YES ☐ NO

REASON TO ADD NEW POSITION (if applicable):

☐ BUDGET OFFER

☐ GRANT FUNDING

☐ OTHER: ____________________

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

POSITION TYPE:

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

☐ ON-CALL/SUBSTITUTE ☐ GRANT-FUNDED

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

☐ Attorneys ☐ Conservation ☐ Sergeants ☐ PPME

☐ NON-BARGAINING UNIT (Management and Confidential Employees)

APPROVED BY: ____________________ 04/29/2019

DEPARTMENT HEAD (original signature required)

DATE

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: 39  STARTING SALARY: $27.75 (Step A), $29.19 (Step)

HR DIRECTOR COMMENTS: Wage approved by union on 4-23-19

FINANCE/BUDGET DIRECTOR COMMENTS:

APPROVED BY: ____________________ 4-30-19

HUMAN RESOURCES DIRECTOR

APPROVED BY: ____________________ 4-30-19

FINANCE/BUDGET DIRECTOR

APPROVED BY: ____________________

CHAIRPERSON/BOARD OF SUPERVISORS

DATE
RESOLUTION NO. 2019 - -

A RESOLUTION IN SUPPORT OF THE LINN COUNTY CONSERVATION BOARD’S COMMUNITY ATTRACTION AND TOURISM (CAT) GRANT APPLICATION FOR THE MORGAN CREEK PARK PHASE I DEVELOPMENT PROJECT

WHEREAS, Morgan Creek County Park was established in southwest Linn County in 1964 and is now a 357 acre regional attraction; and,

WHEREAS, Morgan Creek County Park’s diverse natural resources include creeks, wetlands, prairie, woodland, and oak savanna, which create habitat for a wide variety of plant and animal life; and;

WHEREAS, Morgan Creek County Park’s many outdoor recreational opportunities include primitive and modern campgrounds, multi-purpose biking, hiking, and cross-country skiing trails, picnic areas, playgrounds, open sports fields, and a unique outdoor arboretum with over 250 species of trees and shrubs; and,

WHEREAS, nearby residential development and regional population growth make Morgan Creek Park an increasingly vital natural and recreational resource; and,

WHEREAS, the Linn County Conservation Board adopted the Linn County Parks Master Plan in 2015, guided by a Master Plan Committee and public input; and,

WHEREAS, Linn County Conservation desires to implement Morgan Creek Park Phase I development, which includes projects such as park and playground accessibility improvements, amenity upgrades, trail connectivity, wetland expansion, and storm water management that respond to the increased demand of nearby development and population growth; and,

WHEREAS, Linn County Conservation seeks a Community Attraction and Tourism grant to help fund the important Phase I improvements.

BE IT THEREFORE RESOLVED that the Linn County Board of Supervisors hereby supports and endorses the Linn County Conservation Board’s CAT grant application for funding the Morgan Creek Park Phase I Development project.

PASSED AND APPROVED this __________ day of ______________________ 2019.

LINN COUNTY BOARD OF SUPERVISORS

______________________________________________________
Stacey Walker, Chair

______________________________________________________
Ben Rogers, Vice Chair

______________________________________________________
Brent Oleson, Supervisor

ATTEST:

______________________________________________________
Joel Miller, Linn County Auditor
Pursuant to the provisions of Title VIII Chapter 317.4 Subsection 2, Iowa Code, which can be found online at: https://www.legis.iowa.gov/law/iowaCode and Iowa Administrative Code (otherwise referred to as Iowa Administrative Rules) Agriculture and Land Stewardship Chapter 58 Noxious Weeds, it is hereby resolved by the Linn County Board of Supervisors and ordered by the Linn County Weed Commissioner acting on behalf of the Linn County Board of Supervisors:

That between May ___, 2019 to October 1, 2019 each owner and each person in the possession or control of lands in Linn County including both incorporated and unincorporated shall: eradicate all Class A noxious weeds listed in Iowa Administrative Rules 21-58.4(317); and control all Class B noxious weeds thereon, at such time in each year and in such manner as shall prevent said weeds from blooming or coming to maturity.

Class A Noxious Weeds for Eradication: Palmer Amaranth (Amaranthus palmeri)

Class B Noxious Weeds for Control:
- a. Canada Thistle (Cirsium arvense)
- b. Teasel (Dipsacus spp.) biennial
- c. Leafy Spurge (Euphorbia esula)
- d. Bull Thistle (Cirsium vulgare)
- e. Multiflora Rose (Rosa multiflora)
- f. European Morning Glory or Field Bindweed (Convolvulus arvensis)
- g. All other species of thistles belonging in the Genus of Carduus

That the Linn County Road Department address all noxious weeds growing in county road rights of way for eradication/control and/or prevention of seed production in a manner consistent with the county’s integrated roadside vegetation management plan.

That it is recommended noxious weeds be cut, burned or otherwise destroyed on or before June 1st, 2019, so as to prevent the production of seed by all varieties of listed Noxious weeds. This includes noxious weeds on all lands within the limits of the County regardless of jurisdiction. Control or elimination measures associated with Class A Noxious Weeds located on lands enrolled in the Conservation Reserve Program (CRP) will comply with the conservation reserve program contract requirements for that land.

That persons not in compliance with Iowa’s Weed Law, Code of Iowa Chapter 317 Noxious Weeds, and Iowa Administrative Rules Agriculture and Land Stewardship Chapter 58 Noxious Weeds will be notified to use appropriate methods to eradicate or control the weed problem. Failure to do so can incur penalties including,
but not limited to, daily fines for non-compliance, and the Weed Commissioner or Deputies entering upon the land to control the weed problem, with all costs, including fines and administrative costs, levied against the landowner. Iowa law provides these assessments can be attached to the real estate tax of the land for collection. Weed eradication/control will still be required to be implemented in all cases where penalties are assessed.

More information regarding Linn County’s weed control program can be found under the Soil Conservation section at www.linncounty.org or by contacting Linn County Weed Commissioner: Jonathan Gallagher at 319-377-5960 Ext. 3. Dated this ___ day of May, 2019.

LINN COUNTY BOARD OF SUPERVISORS
ATTEST:
JOEL D. MILLER, Linn County Auditor
RESOLUTION #__________

WHEREAS, pursuant to Section 331.903(1), Code of Iowa, Joel Miller, Linn County Auditor, has submitted to the Board of Supervisors, Linn County, Iowa, for approval of Rhonda L. Betsworth, for appointment as Deputy Linn County Auditor, and

WHEREAS, the Board of Supervisors, Linn County, Iowa, finds Rhonda Betsworth to be qualified to serve as Deputy Linn County Auditor and that the appointment of Rhonda L. Betsworth will not exceed the number of deputies authorized for the Linn County Auditor’s Office by the Board of Supervisors, Linn County, Iowa.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Supervisors, Linn County, Iowa, that the appointment of Rhonda L. Betsworth as Deputy Linn County Auditor by Joel Miller, Linn County Auditor, is hereby approved.

Dated at Cedar Rapids, Linn County, Iowa, this 8th day of May, 2019.

LINN COUNTY BOARD OF SUPERVISORS

AYE: ____________________________
CHAIRPERSON

NAY: ____________________________
SUPERVISOR

ABSTAIN: ________________________
SUPERVISOR
RESOLUTION #__________

ATTEST:

____________________________
JOEL D. MILLER, Linn County Auditor

STATE OF IOWA          )
                        ) ss:
COUNTY OF LINN          )

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

____________________________
JOEL D. MILLER

Subscribed and sworn to before me by the aforesaid on this _____ day of ________, 20__.

____________________________
NOTARY PUBLIC – State of Iowa
LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # ____________________

APPROVING RESIDENTIAL PARCEL SPLIT

WHEREAS, a Residential Parcel Split of R & W BALSTER ADDITION (Case # JPS18-0010) 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 NWSE of Section 06, Township 86 North, Range 06 West of the 5th P.M., Linn County, Iowa, described as follows:

Commencing at the Southeast Corner of the Northwest Quarter of the Southeast Quarter of Section 6, Township 86 North, Range 6 West of the Fifth Principal Meridian; thence S88°04'01"W along the south line of said Northwest Quarter of the Southeast Quarter, 602.40 feet to the point of beginning; thence continuing S88°04'01" along said south line, 642.13 feet; thence N2°06'43"W, 33.12 feet; thence S87°59'09"W, 203.13 feet; thence N1°27'24"W, 388.89 feet; thence N25°26'45"E, 78.09 feet; thence S84°04'39"E, 224.74 feet; thence S69°11'41"E, 147.67 feet; thence S54°53'52"E, 560.47 feet; thence S1°55'59"E, 65.68 feet to the point of beginning.

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 20, 2018 as last amended on FEBRUARY 18, 2019 have been addressed:

LINN COUNTY SECONDARY ROAD DEPARTMENT
1. Entrance permit required for new entrances and existing unpermitted entrances, Sec. 11 and the Unified Development Code, Article IV, Sec. 107-72 § 2 (ii)(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. 40' of right-of-way on Castle Lane adjacent to development shall be dedicated to the County for road purposes. Decorative rocks, walls, or other items that may identify the owner or address of the property, are not allowed within the road right-of-way.
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 PUBLIC HEALTH DEPARTMENT
1. Existing water system must be reviewed by Linn County Public Health for compliance with Linn County Code of Ordinances Chapter 10, Article V Nonpublic Water Supply Wells.

NATURAL RESOURCES CONSERVATION SERVICE
No conditions to be met.
LINN COUNTY BOARD OF SUPERVISORS
RESOLUTION #
JPS18-0010
MAY 8, 2019
PAGE 3 OF 4

LINN COUNTY CONSERVATION DEPARTMENT
No conditions to be met.

LINN COUNTY EMERGENCY MANAGEMENT
No conditions to be met.

LINN COUNTY 911 COORDINATOR
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 upon conditions as stated in the staff report.
4. Approval of utility and drainage easements by the appropriate companies with all easements marked on
   the final plat bound copies.
5. The remaining land of the parent parcel in the NW SE 6-86-6 will result in a parcel of less than 35 acres.
   Either combine the remaining land to an adjacent parcel by deed restriction to total 35 acres or more, or
   include the remaining land as part of the final plat. If included as a part of the final plat, the lot will be
   non-buildable until brought into conformance with the Linn County UDC and will require the note: “This
   parcel may only be developed in accordance with all development regulations in effect at the time
   development is proposed” on the plat.
6. A deed restriction for the remaining land in the vacated road right-of-way shall be included with the
   Bound Documents.
7. 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.
8. 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
9. Final plat bound copies must be approved by the Linn County Board of Supervisors on or before
   FEBRUARY 18, 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.
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 May 8, 2020 to be valid.

Passed and approved this 8th day of May, 2019.

Linn County Board of Supervisors

______________________________
Chair

______________________________
Vice Chair

______________________________
Supervisor

Aye:

Nay:

Abstain:

Absent:
Attest:

________________________________________
Joel Miller, Linn County Auditor

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 _______________________, 2019.

________________________________________
Notary Public State of Iowa
2019-2020 Agreement

for the operation of the Juvenile Detention Center

Linn County Juvenile Detention & Diversion Services

This agreement, between the Linn County Board of Supervisors and Grant Wood Area Education Agency, is entered into at the request of the Linn County Board of Supervisors in accordance with Section 281-63.1 (282) of the Code of Iowa.

The period of this agreement is from July 1, 2019 through June 30, 2020.

PURPOSE

The purpose of this agreement is to ensure an appropriate educational program for youth residing at the Juvenile Detention Center through a coordinated effort between Linn County Board of Supervisors and Grant Wood Area Education Agency, hereinafter known as (“GWAEA”).

The Linn County Board of Supervisors agrees to:

1. Provide adequate facilities for the educational components of the Juvenile Detention Center to include the operation and maintenance costs.
2. Provide the financial support for the non-school programs to include salaries and all other related costs.
3. Approve expenditures and encumbrances for non-school related costs.

GWAEA agrees to:

1. Provide the administration and supervision of the educational programs under the direction of the Associate Administrator. The Associate Administrator will assign coordination and supervisory roles to qualified personnel employed by GWAEA.
2. Develop and evaluate the curriculum and program content of the educational programs operating in the Juvenile Detention Center. The educator assigned to this site will be involved in the planning process.
3. Financially support those programs which are allowable under the Rules and Regulations established by the State Department of Education, and in keeping with the Code of Iowa, and which have been authorized by the GWAEA Board of Directors.
4. Be responsible for the recruitment, employment, evaluation and dismissal of the educational program staff. Educational program staff members are covered by a negotiated agreement (Master contract) and are subject to all rights, privileges and limitations specified therein. A calendar reflecting such things as non-work days, holidays and staff development days will be developed with the staff member's immediate supervisor. The number of teachers and associates hired will comply with the number mandated by the Rules and Regulations of the State Department of Education.
5. Educational program staff may initiate requisitions for instructional materials and supplies following procedures established by the GWAEA and the Associate Administrator. These requisitions will be reviewed by supervisory personnel and may culminate with the approval of the requested expenditure by the Associate Administrator or designee.
6. Provide a minimum of 1,080 hours of educational instruction with appropriately certified teaching staff.

We, the undersigned, hereby certify that we are the properly authorized officers of the Agencies to be bound by the approval of this Agreement and that we hereby accept the terms and conditions provided herein. This agreement will be reviewed and considered for renewal on an annual basis.

Chairperson
Linn County Board of Supervisors

________________________
Date

Board President
Grant Wood Area Education Agency

________________________
Date
LINN COUNTY JUVENILE DETENTION
MEDICAL DIRECTOR SERVICE AGREEMENT

This Agreement entered into this ______ day of June_______, 2019_____,
between Linn County, Iowa, (hereinafter referred to as "County") and Robert Braksiek,
M.D., a doctor of medicine and surgery licensed in the State of Iowa and duly appointed
Medical Director of the Linn County Juvenile Detention Center, Linn County, Iowa,
(hereinafter referred to as "Medical Director").

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

I. MEDICAL DIRECTOR SHALL:

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

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

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

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

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

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

7. Provide onsite visits up to 2 times per month and as needed/necessary.

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

9. Maintain own medical malpractice and medical director insurance.
II. LINN COUNTY SHALL:

1. Compensate Medical Director annually at the rate of $25,750, paid in monthly installments of $2,145.83. The above compensation is provided in exchange for the time, expertise and medical services provided by the Medical Director at the Linn County Juvenile Detention Center.

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

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

III. ADMINISTRATION:

1. This agreement recognizes that Medical Director is an independent contractor and is not an employee of Linn County, Iowa, or the Linn County Juvenile Detention Center for any purpose.

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

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

IV. TERM OF THIS AGREEMENT:

1. This agreement shall commence on July 1st, 2019, and shall be in effect until June 30th, 2020.

2. The parties may terminate this agreement without penalty upon service of written notice at least ninety (90) days before the effective date of said termination.
IN WITNESS WHEREOF, the parties hereto have set their hands for the purposes herein expressed to this instrument, as of the _____ day of June___, 2019.

<table>
<thead>
<tr>
<th>Robert Braksiek, M.D.</th>
<th>Date</th>
<th>Chairperson</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Medical Director</td>
<td></td>
<td>Linn County Board of Supervisors</td>
<td></td>
</tr>
</tbody>
</table>
First Amendment to the Tracking, Monitoring & Intervention Contract

This Amendment to Contract Number JUV-19-CB-6-001 is effective as of July 1, 2019, between the Juvenile Court Services for the 6th Judicial District of Iowa (JCS), the Iowa Department of Human Services (Agency), and Linn County Board of Supervisors (Contractor).

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


Revision 2. Section 1.3.3.1 Pricing is deleted and replaced as follows:
In accordance with the payment terms outlined in this section and the Contractor's completion of the Scope of Work as set forth in this Contract, the Contractor will be compensated as follows:

Contractor shall be paid at a rate of $0.81 per minute for the provision of tracking services. Contractor shall be paid at a rate of $0.86 per minute for the provision of intervention services. For the contract period of July 1, 2019 to June 30, 2020, the maximum yearly amount that the JCS and the DHS will pay contractor is $825,150.00.

Section 2: Ratification & Authorization
Except as expressly amended and supplemented herein, the Contract shall remain in full force and effect, and the parties hereby ratify and confirm the terms and conditions thereof. Each party to this Amendment represents and warrants to the other that it has the right, power, and authority to enter into and perform its obligations under this Amendment, and it has taken all requisite actions (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Amendment, and that this Amendment constitutes a legal, valid, and binding obligation.
Section 3: Execution

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

<table>
<thead>
<tr>
<th>Juvenile Court Services, 6th Judicial District of Iowa</th>
<th>Iowa Department of Human Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature of Authorized Representative:</td>
<td>Date:</td>
</tr>
<tr>
<td></td>
<td>Signature of Authorized Representative:</td>
</tr>
<tr>
<td>Printed Name: Christopher L. Wyatt, Chief Juvenile</td>
<td>Printed Name: Jerry R. Foxhoven, Director</td>
</tr>
<tr>
<td>Court Officer</td>
<td></td>
</tr>
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</table>

<table>
<thead>
<tr>
<th>Linn County Board of Supervisors</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature of Authorized Representative:</td>
</tr>
<tr>
<td></td>
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<tr>
<td>Printed Name:</td>
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<table>
<thead>
<tr>
<th>Linn County Decategorization Board</th>
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<tr>
<td></td>
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<tr>
<td>Printed Name:</td>
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**CONTRACT DECLARATIONS AND EXECUTION**

**Intergovernmental Contract:** Non-State Agency

<table>
<thead>
<tr>
<th>RFP or Informal Solicitation #</th>
<th>Contract #</th>
</tr>
</thead>
<tbody>
<tr>
<td>N/A</td>
<td>JUV-20-CB-6-002</td>
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</tbody>
</table>

**Title of Contract**
Solo In-Home Day Treatment Services

This Contract must be signed by all parties before the Contractor provides any Deliverables. The Agency is not obligated to make payment for any Deliverables provided by or on behalf of the Contractor before the Contract is signed by all parties. This Contract is entered into by the following parties:

**Agency of the State (hereafter “Agency”)**

<table>
<thead>
<tr>
<th>Name/Principal Address of Agency:</th>
<th>Agency Billing Contact Name / Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Iowa Department of Human Services 1305 E. Walnut Des Moines, IA 50319-0114</td>
<td>Douglas D. Wolfe Program Planner Iowa Department of Human Services 1305 E. Walnut Street Des Moines, IA 50319-0114</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Agency Contract Manager (hereafter “Contract Manager”) /Address (“Notice Address”):</th>
</tr>
</thead>
<tbody>
<tr>
<td>Douglas D. Wolfe Program Planner Iowa Department of Human Services 1305 E. Walnut Street Des Moines, IA 50319-0114</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Agency Contract Owner (hereafter “Contract Owner”) /Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jana Rhoads, Division Administrator Adult, Children and Family Services Iowa Department of Human Services 1305 E. Walnut Des Moines, Iowa 50319-0114</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>E-Mail: <a href="mailto:dwolfe@dhs.state.ia.us">dwolfe@dhs.state.ia.us</a></th>
<th>E-Mail: <a href="mailto:jrhoads@dhs.state.ia.us">jrhoads@dhs.state.ia.us</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>Phone: (515) 242-5452</td>
<td>Phone: (515) 242-5452</td>
</tr>
</tbody>
</table>

**Juvenile Court Services (hereafter “JCS”)**

<table>
<thead>
<tr>
<th>Chief Juvenile Court Officer / Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td>6th Judicial District of Iowa Christopher L. Wyatt, Chief Juvenile Court Officer 211 8th Ave. SW Cedar Rapids, Iowa 52404-2132</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>JCS Project Manager Name / Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mary Loops 211 8th Avenue SW Cedar Rapids, Iowa 52404-2132</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Phone: (319) 398-3545 ext. 2119</th>
</tr>
</thead>
</table>

**Contractor: (hereafter “Contractor”)**

<table>
<thead>
<tr>
<th>Legal Name:</th>
<th>Contractor’s Principal Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Linn County</td>
<td>1240 26th Avenue Court SW Cedar Rapids, Iowa 52404-3402</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Doing Business As Name(s): Board of Supervisors Linn County Community Services Core Financial</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Tax ID #:</th>
<th>Organized under the laws of:</th>
</tr>
</thead>
<tbody>
<tr>
<td>42600433</td>
<td>N/A</td>
</tr>
</tbody>
</table>
## Contractor’s Contract Manager Name/Address (“Notice Address”):
Dawn Schott  
Linn County Detention and Diversion Services  
800 Walford Rd SW  
Cedar Rapids, Iowa 52404  
**Phone:** (319) 892-5735  
**E-Mail:** dawn.schott@linncounty.org

## Contractor’s Billing Contact Name/Address:
Dawn Schott  
Linn County Detention and Diversion Services  
800 Walford Rd SW  
Cedar Rapids, Iowa 52404  
**Phone:** (319) 892-5735

### Contract Information
- **Start Date:** 07/01/19  
- **End Date of Base Term of Contract:** 06/30/20

- **Possible Extension(s):** The Agency shall have the option to extend this Contract up to 5 additional 1-year extensions.

- **Contractor a Business Associate?** No  
- **Contractor subject to Iowa Code Chapter 8F?** No

- **Contract Include Sharing SSA Data?** No  
- **Contractor a Qualified Service Organization?** No

- **Contract Warranty Period (hereafter “Warranty Period”):** The term of this Contract, including any extensions.

- **Contract Contingent on Approval of Another Agency:** No

- **Security & Privacy Office Data Confirmation Number:** N/A  
- **Contract Payments include Federal Funds?** No

### Contract Execution

This Contract consists of this Contract Declarations and Execution Section, the attached Certifications (if any), Special Terms, General Terms for Services Contracts, and all Special Contract Attachments. In consideration of the mutual covenants in this Contract and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into this Contract and have caused their duly authorized representatives to execute this Contract.

<table>
<thead>
<tr>
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<tr>
<td><strong>Printed Name:</strong> Christopher L. Wyatt, Chief Juvenile Court Officer</td>
<td><strong>Printed Name:</strong> Jerry R. Foxhoven, Director</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Approved as to legal form and content:</th>
<th>Linn County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature of Authorized Representative:</td>
<td>Date:</td>
</tr>
<tr>
<td><strong>Printed Name:</strong> Jeff Peterzalek, Assistant Attorney General</td>
<td><strong>Printed Name:</strong></td>
</tr>
</tbody>
</table>
SECTION 1: SPECIAL TERMS

1.1 Special Terms Definitions. “Juvenile Court Services (“JCS”)” means a division of the Iowa Judicial Branch in which juveniles adjudicated by the Iowa Juvenile Court as delinquent and youth at risk of entering the court system receive services as directed by the Chief Juvenile Court Officer or designee. Supports may include case management and a variety of community based services, known as graduated sanctions services. Pursuant to the authority granted in Iowa Code chapters 232, 602, 7E, and 8 and the annual appropriations Acts, the executive branch, represented by the Agency, and the judicial branch, represented by the state court administrator and the chief juvenile court officers, are each charged with specific responsibilities for funding, administering, and providing services such as those described in this contract.

"Billable Rate" means an all-inclusive unit amount that includes all overhead, administrative costs, mileage, training costs and any other costs. For this contract, the billable unit of service is one (1) minute of work.

"Client" means referred youth and family

"IDA" means the Iowa Delinquency Assessment, a tool JCS uses to assess the risk of youth reoffending.

"JCO" means Juvenile Court Officer

"Referral" means a request for services for a delinquent youth.

“Solo” means a community based program designed to provide in-home life skill services to assist youth in achieving positive self-improvement, accountability and judgement that will enhance community safety.

1.2 Contract Purpose.

The parties have entered into this Contract for the purpose of retaining the Contractor to provide in-home day treatment services to delinquent youth who have been identified as at moderate or high risk to reoffend by the Iowa Delinquency Assessment (IDA) or who are at risk of being placed in a residential treatment facility outside of the home. These services will be provided in Benton, Iowa, Johnson and Tama Counties in Iowa.

1.3 Scope of Work.

1.3.1 Deliverables.

The Contractor shall provide the following:

1. Staff and Referrals.
   a. Solo day treatment services shall be provided to delinquent youth in Benton, Iowa, Johnson and Tama Counties with a referral from JCS. The service shall be provided by two full-time staff. One staff shall provide services in Johnson County and would be expected to have a caseload of up to 5 youth. One staff shall provide services in Benton, Iowa and Tama Counties and would be expected to have a caseload of up to 4 youth due to the travel required to provide the service in those counties.
   b. Contractor will complete background checks at hire and again every 5 years including criminal history for each employee providing services. In cases where employee does not pass, Contractor will work with JCS to develop a corrective action plan or reassignment of caseload.
   c. A Referral shall be made by the JCO to a centralized email address and provider shall respond within 3 business days. A referred youth will be identified as moderate or high risk of reoffending by the IDA or is at risk of being placed in an out of home placement. The JCO shall identify what specific areas of intervention should be targeted for skill building.

2. Services. Solo services shall include but are not limited to the following:
   a. Solo services shall be provided in the youth's home if possible. The services may be provided in the community if a safety issue exists. If an issue exists, an agreed upon location away from the home may be used and JCS shall be made aware of where services are being provided. Provider shall provide transportation to the programming site.
b. An initial case plan shall be developed for each youth receiving services. The case plan shall be based on the dynamic risk and need areas as identified by the IDA provided by the JCO. The case plan shall be completed and sent to JCS within 30 days of referral.

c. Solo services shall be provided to the youth for up to 4 times a week and efforts shall be made to include the parent(s) for at least one session per week. A face to face visit is the preferred method of contact; however, if the parent is not available for a session, provider shall update them via telephone, electronic mail or text. Sessions shall be no less than 45 minutes in length.

d. Solo services shall be provided 52 weeks a year, with the exception of holidays.

e. Ideally, 50 hours of Solo services shall be offered per youth. If meeting with the youth 4 times a week, Solo services would be expected to last 12 to 14 weeks. If the youth is being provided services for fewer days per week, the number of weeks may be increased to reach 50 hours of service. Approval by a JCS supervisor is required for extending the number of weeks of service beyond the 50 hours.

f. At least 2 Solo sessions per week shall be cognitive restructuring. Provider will be trained in one or more evidence based curriculum that involves cognitive restructuring and will assess the youth’s needs to identify what changes are to be addressed in programming.

g. At least one Solo session per week shall include an intervention aimed at improving family relations, development of pro-social friendships, skill building, the development of a support network to assist the family and any other programming that would engage the child and family in a positive manner.

h. Weekly service updates shall be made to the youth's JCO. These updates may be made via face to face visits, telephone or electronic mail. Monthly case progress reports shall be provided to the JCO. Additional progress reports may be requested by the JCO in order to be available for the youth's update to the court.

i. Provider may be required to testify in court and should be prepared to do so if requested.

j. Discharge reports shall be sent to the youth’s JCO within 10 business days of closing the service.

k. Staff shall maintain a waitlist to be updated weekly for youth referred to the Solo program.

l. Staff shall be allowed up to 15 hours of professional development training per contract year during the work day. Training shall be approved by JCS. Training shall not take precedence over the needs of the youth receiving Solo services. JCS shall be given notice of when training is scheduled and it shall be reflected as training hours on the invoice.

1.3.2 Performance Measures.

A. 100% of referrals shall have a response from Contractor within 3 business days.

B. 100% of youth receiving Solo services shall have an initial case plan developed within 30 days of referral.

C. 100% of youth receiving Solo services shall have weekly updates for the youth's JCO.

D. 100% of youth receiving Solo services shall have monthly reports provided to the youth's JCO in a timely manner for updating the court at the youth's court hearing.

E. 100% of youth receiving Solo services shall have a discharge report within 10 business days of the closing the service.

F. 75% of youth receiving Solo services shall successfully complete the program

G. 50% of youth who have successfully completed Solo services shall remain in the home for at least 6 months after completion.

H. 50% of youth who have successfully completed Solo services shall receive no new charge within 6 months of completion.

1.3.3 Monitoring, Review, and Problem Reporting.

For purposes of monitoring and payment, parties to this contract shall be accountable to Administrative Rule 441-151 Graduated Sanctions and Court Ordered Services, which prescribe the joint responsibilities of the Chief Juvenile Court Officers and the Agency.
1.3.3.1 Agency Monitoring Clause. The Contract Manager or designee will:
- Verify Invoices and supporting documentation itemizing work performed prior to payment;
- Determine compliance with general contract terms, conditions, and requirements; and
- Assess compliance with Deliverables, performance measures, or other associated requirements based on the following:
  JCS will meet with Contractor at least 4 times per year to receive updates on Solo programming and staff.
  JCS will monitor contract compliance yearly with an on-site visit. A random selection of files will be examined at that time.

1.3.3.2 Agency Review Clause. The Contract Manager or designee will use the results of monitoring activities and other relevant data to assess the Contractor’s overall performance and compliance with the Contract. At a minimum, the Agency will conduct a review annually; however, reviews may occur more frequently at the Agency’s discretion. As part of the review(s), the Agency may require the Contractor to provide additional data, may perform on-site reviews, and may consider information from other sources.

The Agency may require one or more meetings to discuss the outcome of a review. Meetings may be held in person. During the review meetings, the parties will discuss the Deliverables that have been provided or are in process under this Contract, achievement of the performance measures, and any concerns identified through the Agency’s contract monitoring activities.

1.3.3.3 Problem Reporting. As stipulated by the Agency or JCS, the Contractor and/or Agency/JCS shall provide a report listing any problem or concern encountered. Records of such reports and other related communications issued in writing during the course of Contract performance shall be maintained by the parties. At the next scheduled meeting after a problem has been identified in writing, the party responsible for resolving the problem shall provide a report setting forth activities taken or to be taken to resolve the problem together with the anticipated completion dates of such activities. Any party may recommend alternative courses of action or changes that will facilitate problem resolution. The Chief Juvenile Court Officer has final authority to approve problem-resolution activities.

The Agency/JCS’s acceptance of a problem report shall not relieve the Contractor of any obligation under this Contract or waive any other remedy. The Agency/JCS’s inability to identify the extent of a problem or the extent of damages incurred because of a problem shall not act as a waiver of performance or damages under this Contract.

1.3.3.4 Addressing Deficiencies. To the extent that Deficiencies are identified in the Contractor’s performance and notwithstanding other remedies available under this Contract, the Agency may require the Contractor to develop and comply with a plan acceptable to the Agency to resolve the Deficiencies.

1.3.4 Contract Payment Clause.

1.3.4.1 Pricing. In accordance with the payment terms outlined in this section and the Contractor’s completion of the Scope of Work as set forth in this Contract, the Contractor will be compensated as follows:

1) For the Contract period of July 1, 2019 to June 30, 2019:
   (i) $1.02 per billable Solo services unit for the Johnson County program. $0.99 per billable Solo services unit rate for the Benton, Iowa and Tama County program.
   (ii) A billable unit is defined as one (1) minute of work.
   (iii) Up to 15 hours of training shall be paid by JCS for the professional development of the Solo service providers. This rate will appear on the invoice as training and will be billed at the same rate as providing the Solo services.
2) JCS and the DHS will not pay Contractor more than $196,800 for the contract year. Contractor shall be paid from monthly invoices.

3) JCS and the DHS will not pay Contractor for services provided in excess of these limits. JCS and the DHS will establish maximum monthly and yearly payment limits for subsequent years of the contract by contract amendments.

4) This section does not guarantee Contractor a specific rate of utilization under the contract.

1.3.4.2 Reserved. (Payment Methodology)

1.3.4.3 Timeframes for Regular Submission of Initial and Adjusted Invoices. The Contractor shall submit an Invoice for services rendered in accordance with this Contract. Invoice(s) shall be submitted monthly. Unless a longer timeframe is provided by federal law, and in the absence of the express written consent of the Agency, all Invoices shall be submitted within six months from the last day of the month in which the services were rendered. All adjustments made to Invoices shall be submitted to the Agency within ninety (90) days from the date of the Invoice being adjusted. Invoices shall comply with all applicable rules concerning payment of such claims.

1.3.4.4 Submission of Invoices at the End of State Fiscal Year. Notwithstanding the timeframes above, and absent (1) longer timeframes established in federal law or (2) the express written consent of the Agency, the Contractor shall submit all Invoices to the Agency for payment by August 1st for all services performed in the preceding state fiscal year (the State fiscal year ends June 30).

1.3.4.5 Payment of Invoices. The Agency shall verify the Contractor’s performance of the Deliverables and timeliness of Invoices before making payment. The Agency will not pay Invoices that are not considered timely as defined in this Contract. If the Contractor wishes for untimely Invoice(s) to be considered for payment, the Contractor may submit the Invoice(s) in accordance with instructions for the Long Appeal Board Process to the State Appeal Board for consideration. Instructions for this process may be found at: http://www.dom.state.ia.us/appeals/general_claims.html.

The Agency shall pay all approved Invoices in arrears. The Agency may pay in less than sixty (60) days, but an election to pay in less than sixty (60) days shall not act as an implied waiver of Iowa law.

1.3.4.6 Reimbursable Expenses. Unless otherwise agreed to by the parties in an amendment to the Contract that is executed by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the State for any Deliverables provided by or on behalf of the Contractor pursuant to this Contract. The Contractor shall be solely responsible for paying all costs, expenses, and charges it incurs in connection with its performance under this Contract.

1.3.4.7 Travel Expenses. If the Contract requires the Agency to reimburse the Contractor for costs associated with transportation, meals, and lodging incurred by the Contractor for travel, such reimbursement shall be limited to travel directly related to the services performed pursuant to this Contract that has been approved in advance by the Agency in writing. Travel-related expenses shall not exceed the maximum reimbursement rates applicable to employees of the State of Iowa as set forth in the Department of Administrative Services’ State Accounting Policy and Procedures Manual, Section 210, https://das.iowa.gov/state-accounting/sae-policies-procedures-manual and must be consistent with all Iowa Executive Orders currently in effect. The Contractor agrees to use the most economical means of transportation available and shall comply with all travel policies of the State. The Contractor shall submit original, itemized receipts and any other supporting documentation required by Section 210 and Iowa Executive Orders to substantiate expenses submitted for reimbursement.
1.4 Insurance Coverage.
The Contractor and any subcontractor shall obtain the following types of insurance for at least the minimum amounts listed below:

<table>
<thead>
<tr>
<th>Type of Insurance</th>
<th>Limit</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>General Liability (including contractual liability) written on occurrence basis</td>
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<td></td>
<td>Product/Completed Operations Aggregate</td>
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<td></td>
<td>Personal Injury</td>
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<td></td>
<td>Each Occurrence</td>
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<tr>
<td>Automobile Liability (including any auto, hired autos, and non-owned autos)</td>
<td>Combined Single Limit</td>
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<td>Excess Liability, Umbrella Form</td>
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<tr>
<td></td>
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<td>Workers’ Compensation and Employer Liability</td>
<td>As required by Iowa law</td>
<td>As Required by Iowa law</td>
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<td>Property Damage</td>
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<tr>
<td>Professional Liability</td>
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<td></td>
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<td>$2 Million</td>
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</table>
SECTION 2. GENERAL TERMS FOR SERVICES

CONTRACTS

2.1 **Definitions.** Definitions in this section correspond with capitalized terms in the Contract.

“Acceptance” means that the Agency has determined that one or more Deliverables satisfy the Agency’s Acceptance Tests. Final Acceptance means that the Agency has determined that all Deliverables satisfy the Agency’s Acceptance Tests. Non-acceptance means that the Agency has determined that one or more Deliverables have not satisfied the Agency’s Acceptance Tests.

“Acceptance Criteria” means the Specifications, goals, performance measures, testing results and/or other criteria designated by the Agency and against which the Deliverables may be evaluated for purposes of Acceptance or Non-acceptance thereof.

“Acceptance Tests” or “Acceptance Testing” mean the tests, reviews, and other activities that are performed by or on behalf of the Agency to determine whether the Deliverables meet the Acceptance Criteria or otherwise satisfy the Agency, as determined by the Agency in its sole discretion.

“Applicable Law” means all applicable federal, state, and local laws, rules, ordinances, regulations, orders, guidance, and policies in place at Contract execution as well as any and all future amendments, changes, and additions to such laws as of the effective date of such change. Applicable Law includes, without limitation, all laws that pertain to the prevention of discrimination in employment and in the provision of services (e.g., Iowa Code ch. 216 and Iowa Code § 19B.7). For employment, this would include equal employment opportunity and affirmative action, and the use of targeted small businesses as subcontractors of suppliers. The term Applicable Law also encompasses the applicable provisions of Section 508 of the Rehabilitation Act of 1973, as amended, and all standards and requirements established by the Architectural and Transportation Barriers Access Board and the Iowa Office of the Chief Information Officer.

“Bid Proposal” or “Proposal” means the Contractor’s proposal submitted in response to the Solicitation, if this Contract arises out of a competitive process.

“Business Days” means any day other than a Saturday, Sunday, or State holiday as specified by Iowa Code §1C.2.

“Confidential Information” means, subject to any applicable State and federal laws and regulations, including but not limited to Iowa Code Chapter 22, any confidential or proprietary information or trade secrets disclosed by either party (a “Disclosing Party”) to the other party (a “Receiving Party”) that, at the time of disclosure, is designated as confidential (or like designation), is disclosed in circumstances of confidence, or would be understood by the parties, exercising reasonable business judgment, to be confidential. Regardless of whether or not the following information is designated as confidential, the term Confidential Information includes information that could be used to identify recipients or applicants of Agency services and recipients of Contract services including Protected Health Information (45 C.F.R. § 160.103) and Personal Information (Iowa Code § 715C.1(11)), Agency security protocols and procedures, Agency system architecture, information that could compromise the security of the Agency network or systems, and information about the Agency’s current or future competitive procurements, including the evaluation process prior to the formal announcement of results.

Confidential Information does not include any information that: (1) was rightfully in the possession of the Receiving Party from a source other than the Disclosing Party prior to the time of disclosure of the information by the Disclosing Party to the Receiving Party; (2) was known to the Receiving Party prior to the disclosure of the information by the Disclosing Party; (3) was disclosed to the Receiving Party without restriction by an independent third party having a legal right to disclose the information; (4) is in the public domain or shall have become publicly available other than as a result of disclosure by the Receiving Party in violation of this Agreement or in breach of any other agreement with the Disclosing Party; (5) is independently developed by the Receiving Party without any reliance on Confidential Information disclosed by the Disclosing Party; or (6) is disclosed...
by the Receiving Party with the written consent of the Disclosing Party.

“Contract” means the collective documentation memorializing the terms of the agreement between the Agency and the Contractor identified in the Contract Declarations and Execution Section and includes the signed Contract Declarations and Execution Section, the General Terms for Services Contracts, the Special Terms, and any Special Contract Attachments, as these documents may be amended from time to time.

“Deficiency” means a defect, flaw, anomaly, failure, omission, interruption of service, or other problem of any nature whatsoever with respect to a Deliverable, including, without limitation, any failure of a Deliverable to conform to or meet an applicable specification. Deficiency also includes the lack of something essential or necessary for completeness or proper functioning of a Deliverable.

“Deliverables” means all of the services, goods, products, work, work product, data, items, materials and property to be created, developed, produced, delivered, performed, or provided by or on behalf of, or made available through, the Contractor (or any agent, contractor or subcontractor of the Contractor) in connection with this Contract. This includes data that is collected on behalf of the Agency.

“Documentation” means any and all technical information, commentary, explanations, design documents, system architecture documents, database layouts, test materials, training materials, guides, manuals, worksheets, notes, work papers, and all other information, documentation and materials related to or used in conjunction with the Deliverables, in any medium, including hard copy, electronic, digital, and magnetically or optically encoded media.

“Force Majeure” means an event that no human foresight could anticipate or which if anticipated, is incapable of being avoided. Circumstances must be abnormal and unforeseeable, so that the consequences could not have been avoided through the exercise of all due care. The delay or impossibility of performance must be beyond the control and without the fault or negligence of the parties. Force Majeure does not include: financial difficulties of the Contractor or any parent, subsidiary, affiliated or associated company of the Contractor; claims or court orders that restrict the Contractor’s ability to deliver the Deliverables contemplated by this Contract; strikes; labor unrest; or supply chain disruptions.

“Invoice” means a Contractor’s claim for payment. At the Agency’s discretion, claims may be submitted on an original invoice from the Contractor or may be submitted on a claim form acceptable to the Agency, such as a General Accounting Expenditure (GAX) form.

“Solicitation” means the formal or informal procurement (and any Addenda thereto) identified in the Contracts Declarations and Execution Section that was issued to solicit the Bid Proposal leading to this Contract.

“Special Contract Attachments” means any attachment to this Contract.

“Special Terms” means the Section of the Contract entitled “Special Terms” that contains terms specific to this Contract, including but not limited to the Scope of Work and contract payment terms. If there is a conflict between the General Terms for Services Contracts and the Special Terms, the Special Terms shall prevail.

“Specifications” means all specifications, requirements, technical standards, performance standards, representations, and other criteria related to the Deliverables stated or expressed in this Contract, the Documentation, the Solicitation, and the Bid Proposal. Specifications shall include the Acceptance Criteria and any specifications, standards, or criteria stated or set forth in any applicable state, federal, foreign, and local laws, rules and regulations. The Specifications are incorporated into this Contract by reference as if fully set forth in this Contract.

“State” means the State of Iowa, the Agency, and all State of Iowa agencies, boards, and commissions, and when this Contract is available to political subdivisions, any political subdivisions of the State of Iowa.

2.2 Duration of Contract. The term of the Contract shall begin and end on the dates specified in the Contract Declarations and Execution Section, unless extended or terminated earlier in accordance with the termination provisions of this Contract. The Agency may, in its sole discretion, amend the end date of this Contract by exercising any applicable extension by giving the Contractor a written extension at least sixty (60) days prior to the expiration of the initial term or renewal term.
2.3 Scope of Work. The Contractor shall provide Deliverables that comply with and conform to the Specifications. Deliverables shall be performed within the boundaries of the United States.

2.4 Compensation.

2.4.1 Withholding Payments. In addition to pursuing any other remedy provided herein or by law, the Agency may withhold compensation or payments to the Contractor, in whole or in part, without penalty to the Agency or work stoppage by the Contractor, in the event the Agency determines that: (1) the Contractor has failed to perform any of its duties or obligations as set forth in this Contract; (2) any Deliverable has failed to meet or conform to any applicable Specifications or contains or is experiencing a Deficiency; or (3) the Contractor has failed to perform Close-Out Event(s). No interest shall accrue or be paid to the Contractor on any compensation or other amounts withheld or retained by the Agency under this Contract.

2.4.2 Erroneous Payments and Credits. The Contractor shall promptly repay or refund the full amount of any overpayment or erroneous payment within thirty (30) Business Days after either discovery by the Contractor or notification by the Agency of the overpayment or erroneous payment.

2.4.3 Offset Against Sums Owed by the Contractor. In the event that the Contractor owes the State any sum under the terms of this Contract, any other contract or agreement, pursuant to a judgment, or pursuant to any law, the State may, in its sole discretion, offset any such sum against: (1) any sum Invoiced by, or owed to, the Contractor under this Contract, or (2) any sum or amount owed by the State to the Contractor, unless otherwise required by law. The Contractor agrees that this provision constitutes proper and timely notice under any applicable laws governing offset.

2.5 Termination.

2.5.1 Termination for Cause by the Agency. The Agency may terminate this Contract upon written notice for the breach by the Contractor or any subcontractor of any material term, condition or provision of this Contract, if such breach is not cured within the time period specified in the Agency’s notice of breach or any subsequent notice or correspondence delivered by the Agency to the Contractor, provided that cure is feasible. In addition, the Agency may terminate this Contract effective immediately without penalty and without advance notice or opportunity to cure for any of the following reasons:

2.5.1.1 The Contractor furnished any statement, representation, warranty, or certification in connection with this Contract, the Solicitation, or the Bid Proposal that is false, deceptive, or materially incorrect or incomplete;

2.5.1.2 The Contractor or any of the Contractor’s officers, directors, employees, agents, subsidiaries, affiliates, contractors or subcontractors has committed or engaged in fraud, misappropriation, embezzlement, malfeasance, misfeasance, or bad faith;

2.5.1.3 The Contractor or any parent or affiliate of the Contractor owning a controlling interest in the Contractor dissolves;

2.5.1.4 The Contractor terminates or suspends its business;

2.5.1.5 The Contractor’s corporate existence or good standing in Iowa is suspended, terminated, revoked or forfeited, or any license or certification held by the Contractor related to the Contractor’s performance under this Contract is suspended, terminated, revoked, or forfeited;

2.5.1.6 The Contractor has failed to comply with any applicable international, federal, state (including, but not limited to Iowa Code Chapter 8F), or local laws, rules, ordinances, regulations, or orders when performing within the scope of this Contract;

2.5.1.7 The Agency determines or believes the Contractor has engaged in conduct that: (1) has or may expose the Agency or the State to material liability; or (2) has caused or may cause a person’s life, health, or safety to be jeopardized;

2.5.1.8 The Contractor infringes or allegedly infringes or violates any patent, trademark, copyright, trade dress, or any other intellectual property right or proprietary right, or the Contractor misappropriates or allegedly misappropriates a trade secret;

2.5.1.9 The Contractor fails to comply with any applicable confidentiality laws, privacy laws, or any provisions of this Contract pertaining to confidentiality or privacy; or

2.5.1.10 Any of the following has been engaged in by or occurred with respect to the Contractor or any corporation, shareholder or entity having or owning a controlling interest in the Contractor:

- Commencing or permitting a filing against it which is not discharged within ninety (90) days, of a case or other proceeding seeking liquidation, reorganization,
or other relief with respect to itself or its debts under any bankruptcy, insolvency, or other similar law now or hereafter in effect; or filing an answer admitting the material allegations of a petition filed against it in any involuntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts; or consenting to any such relief or to the appointment of or taking possession by any such official in any voluntary case or other proceeding commenced against it seeking liquidation, reorganization, or other relief under any bankruptcy, insolvency, or other similar law now or hereafter in effect with respect to it or its debts;
• Seeking or suffering the appointment of a trustee, receiver, liquidator, custodian or other similar official of it or any substantial part of its assets;
• Making an assignment for the benefit of creditors;
• Failing, being unable, or admitting in writing the inability generally to pay its debts or obligations as they become due or failing to maintain a positive net worth and such additional capital and liquidity as is reasonably adequate or necessary in connection with the Contractor’s performance of its obligations under this Contract; or
• Taking any action to authorize any of the foregoing.

2.5.2 Termination Upon Notice. Following a thirty (30) day written notice, the Agency may terminate this Contract in whole or in part without penalty and without incurring any further obligation to the Contractor. Termination can be for any reason or no reason at all.

2.5.3 Termination Due to Lack of Funds or Change in Law. Notwithstanding anything in this Contract to the contrary, and subject to the limitations set forth below, the Agency shall have the right to terminate this Contract without penalty and without any advance notice as a result of any of the following:

2.5.3.1 The legislature or governor fail in the sole opinion of the Agency to appropriate funds sufficient to allow the Agency to either meet its obligations under this Contract or to operate as required and to fulfill its obligations under this Contract; or
2.5.3.2 If funds are de-appropriated, reduced, not allocated, or receipt of funds is delayed, or if any funds or revenues needed by the Agency to make any payment hereunder are insufficient or unavailable for any other reason as determined by the Agency in its sole discretion; or
2.5.3.3 If the Agency’s authorization to conduct its business or engage in activities or operations related to the subject matter of this Contract is withdrawn or materially altered or modified; or
2.5.3.4 If the Agency’s duties, programs or responsibilities are modified or materially altered; or
2.5.3.5 If there is a decision of any court, administrative law judge or an arbitration panel or any law, rule, regulation, or order is enacted, promulgated, or issued that materially or adversely affects the Agency’s ability to fulfill any of its obligations under this Contract.

The Agency shall provide the Contractor with written notice of termination pursuant to this section.

2.5.4 Other remedies. The Agency’s right to terminate this Contract shall be in addition to and not exclusive of other remedies available to the Agency, and the Agency shall be entitled to exercise any other rights and pursue any remedies, in law, at equity, or otherwise.

2.5.5 Limitation of the State’s Payment Obligations. In the event of termination of this Contract for any reason by either party (except for termination by the Agency pursuant to Section 2.5.1, Termination for Cause by the Agency) the Agency shall pay only those amounts, if any, due and owing to the Contractor hereunder for Deliverables actually and satisfactorily provided in accordance with the provisions of this Contract up to and including the date of termination of this Contract and for which the Agency is obligated to pay pursuant to this Contract; provided however, that in the event the Agency terminates this Contract pursuant to Section 2.5.3, Termination Due to Lack of Funds or Change in Law, the Agency’s obligation to pay the Contractor such amounts and other compensation shall be limited by, and subject to, legally available funds. Payment will be made only upon submission of Invoices and proper proof of the Contractor’s claim. Notwithstanding the foregoing, this section in no way limits the rights or remedies available to the Agency and shall not be construed to require the Agency to pay any compensation or other amounts hereunder in the event of the Contractor’s breach of this Contract or any amounts withheld by the Agency in accordance with the terms of this Contract. The Agency shall not be liable, under any circumstances, for any of the following:
2.5.5.1 The payment of unemployment compensation to the Contractor’s employees;
2.5.5.2 The payment of workers’ compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates;
2.5.5.3 Any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead, or other costs associated with the performance of the Contract;
2.5.5.4 Any damages or other amounts associated with the loss of prospective profits, anticipated sales, goodwill, or for expenditures, investments, or commitments made in connection with this Contract;
or
2.5.5.5 Any taxes the Contractor may owe in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes, or property taxes.
2.5.6 Contractor’s Contract Close-Out Duties. Upon receipt of notice of termination, at expiration of the Contract, or upon request of the Agency (hereafter, “Close-Out Event”), the Contractor shall:
2.5.6.1 Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the Close-Out Event, describing the status of all work performed under the Contract and such other matters as the Agency may require.
2.5.6.2 Immediately cease using and return to the Agency any property or materials, whether tangible or intangible, provided by the Agency to the Contractor.
2.5.6.3 Cooperate in good faith with the Agency and its employees, agents, and independent contractors during the transition period between the Close-Out Event and the substitution of any replacement service provider.
2.5.6.4 Immediately return to the Agency any payments made by the Agency for Deliverables that were not rendered or provided by the Contractor.
2.5.6.5 Immediately deliver to the Agency any and all Deliverables for which the Agency has made payment (in whole or in part) that are in the possession or under the control of the Contractor or its agents or subcontractors in whatever stage of development and form of recordation such property is expressed or embodied at that time.
2.5.7 Termination for Cause by the Contractor. The Contractor may only terminate this Contract for the breach by the Agency of any material term of this Contract, if such breach is not cured within sixty (60) days of the Agency’s receipt of the Contractor’s written notice of breach.

2.6 Reserved. (Change Order Procedure)

2.7 Indemnification.
2.7.1 By the Contractor. The Contractor agrees to indemnify and hold harmless the State and its officers, appointed and elected officials, board and commission members, employees, volunteers, and agents (collectively the “Indemnified Parties”), from any and all costs, expenses, losses, claims, damages, liabilities, settlements, and judgments (including, without limitation, the reasonable value of the time spent by the Attorney General’s Office,) and the costs, expenses, and attorneys’ fees of other counsel retained by the Indemnified Parties directly or indirectly related to, resulting from, or arising out of this Contract, including but not limited to any claims related to, resulting from, or arising out of:
2.7.1.1 Any breach of this Contract;
2.7.1.2 Any negligent, intentional, or wrongful act or omission of the Contractor or any agent or subcontractor utilized or employed by the Contractor;
2.7.1.3 The Contractor’s performance or attempted performance of this Contract, including any agent or subcontractor utilized or employed by the Contractor;
2.7.1.4 Any failure by the Contractor to make all reports, payments, and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees, or costs required by the Contractor to conduct business in the State of Iowa;
2.7.1.5 Any claim of misappropriation of a trade secret or infringement or violation of any intellectual property rights, proprietary rights, or personal rights of any third party, including any claim that any Deliverable or any use thereof (or the exercise of any rights with respect thereto) infringes, violates, or misappropriates any patent, copyright, trade secret, trademark, trade dress, mask work, utility design, or other intellectual property right or proprietary right of any third party.

2.8 Insurance.
2.8.1 Insurance Requirements. At the Contractor's expense, the Contractor and any subcontractor shall maintain insurance in full force and effect covering its work during the entire term of this Contract, which includes any extensions or renewals thereof. Insurance shall be provided through companies licensed by the State of Iowa, through
authorized self-insurance programs, through local government risk pools, or through any combination of these. The Contractor’s insurance shall, among other things, be occurrence based and shall insure against any loss or damage resulting from or related to the Contractor’s performance of this Contract regardless of the date the claim is filed or expiration of the policy. The State of Iowa and the Agency shall be named as additional insureds or loss payees, or the Contractor shall obtain an endorsement to the same effect, as applicable.

2.8.1.2. Name the State of Iowa and the Agency as additional insureds or loss payees on the policies for all coverages required by this Contract, with the exception of Workers’ Compensation, or the Contractor shall obtain an endorsement to the same effect; and

2.8.1.3. Provide a waiver of any subrogation rights that any of its insurance carriers might have against the State on the policies for all coverages required by this Contract, with the exception of Workers’ Compensation.

The requirements set forth in this section shall be indicated on the certificates of insurance coverage supplied to the Agency.

2.8.2 Types and Amounts of Insurance Required. Unless otherwise requested by the Agency in writing, the Contractor shall cause to be issued insurance coverages insuring the Contractor and/or subcontractors against all general liabilities, product liability, personal injury, property damage, and (where applicable) professional liability in the amount specified in the Special Terms for each occurrence. In addition, the Contractor shall ensure it has any necessary workers’ compensation and employer liability insurance as required by Iowa law.

2.8.3 Certificates of Coverage. The Contractor shall submit certificates of the insurance, which indicate coverage and notice provisions as required by this Contract, to the Agency upon execution of this Contract. The Contractor shall maintain all insurance policies required by this Contract in full force and effect during the entire term of this Contract, which includes any extensions or renewals thereof, and shall not permit such policies to be canceled or amended except with the advance written approval of the Agency. The insurer shall state in the certificate that no cancellation of the insurance will be made without at least a thirty (30) day prior written notice to the Agency. The certificates shall be subject to approval by the Agency. Approval of the insurance certificates by the Agency shall not relieve the Contractor of any obligation under this Contract.

2.8.4 Notice of Claim. Contractor shall provide prompt notice to the Agency of any claim related to the contracted services made by a third party. If the claim matures to litigation, the Contractor shall keep the Agency regularly informed of the status of the lawsuit, including any substantive rulings. The Contractor shall confer directly with the Agency about and before any substantive settlement negotiations.

2.9 Ownership and Security of Agency Information.

2.9.1 Ownership and Disposition of Agency Information. Any information either supplied by the Agency to the Contractor, or collected by the Contractor on the Agency’s behalf in the course of the performance of this Contract, shall be considered the property of the Agency (“Agency Information”). The Contractor will not use the Agency Information for any purpose other than providing services under the Contract, nor will any part of the information and records be disclosed, sold, assigned, leased, or otherwise provided to third parties or commercially exploited by or on behalf of the Contractor. The Agency shall own all Agency Information that may reside within the Contractor’s hosting environment and/or equipment/media.

2.9.2 Foreign Hosting and Storage Prohibited. Agency Information shall be hosted and/or stored within the continental United States only.

2.9.3 Access to Agency Information that is Confidential Information. The Contractor’s employees, agents, and subcontractors may have access to Agency Information that is Confidential Information to the extent necessary to carry out responsibilities under the Contract. Access to such Confidential Information shall comply with both the State’s and the Agency’s policies and procedures. In all instances, access to Agency Information from outside of the United States and its protectorates, either by the Contractor, including a foreign office or division of the Contractor or its affiliates or associates, or any subcontractor, is prohibited.

2.9.4 No Use or Disclosure of Confidential Information. Confidential Information collected, maintained, or used in the course of performance of the Contract shall only be used or disclosed by the Contractor as expressly authorized by law and only with the prior written consent of the Agency, either
during the period of the Contract or thereafter. The Contractor shall immediately report to the Agency any unauthorized use or disclosure of Confidential Information. The Contractor may be held civilly or criminally liable for improper use or disclosure of Confidential Information.

2.9.5 Contractor Breach Notification Obligations. The Contractor agrees to comply with all applicable laws that require the notification of individuals in the event of unauthorized use or disclosure of Confidential Information or other event(s) requiring notification in accordance with applicable law. In the event of a breach of the Contractor’s security obligations or other event requiring notification under applicable law, the Contractor agrees to follow Agency directives, which may include assuming responsibility for informing all such individuals in accordance with applicable laws, and to indemnify, hold harmless, and defend the State of Iowa against any claims, damages, or other harm related to such breach.

2.9.6 Compliance of Contractor Personnel. The Contractor and the Contractor’s personnel shall comply with the Agency’s and the State’s security and personnel policies, procedures, and rules, including any procedure which the Agency’s personnel, contractors, and consultants are normally asked to follow. The Contractor agrees to cooperate fully and to provide any assistance necessary to the Agency in the investigation of any security breaches that may involve the Contractor or the Contractor’s personnel. All services shall be performed in accordance with State Information Technology security standards and policies as well as Agency security protocols and procedures. By way of example only, see Iowa Code 8B.23, http://secureonline.iowa.gov/links/index.html, and https://ocio.iowa.gov/home/standards.

2.9.7 Subpoena. In the event that a subpoena or other legal process is served upon the Contractor for records containing Confidential Information, the Contractor shall promptly notify the Agency and cooperate with the Agency in any lawful effort to protect the Confidential Information.

2.9.8 Return and/or Destruction of Information. Upon expiration or termination of the Contract for any reason, the Contractor agrees to comply with all Agency directives regarding the return or destruction of all Agency Information and any derivative work. Delivery of returned Agency Information must be through a secured electronic transmission or by parcel service that utilizes tracking numbers. Such information must be provided in a format useable by the Agency. Following the Agency’s verified receipt of the Agency Information and any derivative work, the Contractor agrees to physically and/or electronically destroy or erase all residual Agency Information regardless of format from the entire Contractor’s technology resources and any other storage media. This includes, but is not limited to, all production copies, test copies, backup copies and/or printed copies of information created on any other servers or media and at all other Contractor sites. Any permitted destruction of Agency Information must occur in such a manner as to render the information incapable of being reconstructed or recovered. The Contractor will provide a record of information destruction to the Agency for inspection and records retention no later than thirty (30) days after destruction.

2.9.9 Contractor’s Inability to Return and/or Destroy Information. If for any reason the Agency Information cannot be returned and/or destroyed upon expiration or termination of the Contract, the Contractor agrees to notify the Agency with an explanation as to the conditions which make return and/or destruction not possible or feasible. Upon mutual agreement by both parties that the return and/or destruction of the information is not possible or feasible, the Contractor shall make the Agency Information inaccessible. The Contractor shall not use or disclose such retained Agency Information for any purposes other than those expressly permitted by the Agency. The Contractor shall provide to the Agency a detailed description as to the procedures and methods used to make the Agency Information inaccessible no later than thirty (30) days after making the information inaccessible. If the Agency provides written permission for the Contractor to retain the Agency Information in the Contractor’s information systems, the Contractor will extend the protections of this Contract to such information and limit any further uses or disclosures of such information.

2.9.10 Contractors that are Business Associates. If the Contractor is the Agency’s Business Associate, and there is a conflict between the Business Associate Agreement and this Section 2.9, the provisions in the Business Associate Agreement shall control.

2.10 Intellectual Property.
2.10.1 Ownership and Assignment of Other Deliverables. The Contractor agrees that the State and the Agency shall become the sole and exclusive owners of all Deliverables. The Contractor hereby irrevocably assigns, transfers and conveys to the State and the Agency all right, title and interest in and to all Deliverables and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables, including copyrights, patents, trademarks, trade secrets, trade dress, mask work, utility design, derivative works, and all other rights and interests therein or related thereto. The Contractor represents and warrants that the State and the Agency shall acquire good and clear title to all Deliverables, free from any claims, liens, security interests, encumbrances, intellectual property rights, proprietary rights, or other rights or interests of the Contractor or of any third party, including any employee, agent, contractor, subcontractor, subsidiary, or affiliate of the Contractor. The Contractor (and Contractor’s employees, agents, contractors, subcontractors, subsidiaries and affiliates) shall not retain any property interests or other rights in and to the Deliverables and shall not use any Deliverables, in whole or in part, for any purpose, without the prior written consent of the Agency and the payment of such royalties or other compensation as the Agency deems appropriate. Unless otherwise requested by the Agency, upon completion or termination of this Contract, the Contractor will immediately turn over to the Agency all Deliverables not previously delivered to the Agency, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors, or affiliates, without the prior written consent of the Agency.

2.10.2 Waiver. To the extent any of the Contractor’s rights in any Deliverables are not subject to assignment or transfer hereunder, including any moral rights and any rights of attribution and of integrity, the Contractor hereby irrevocably and unconditionally waives all such rights and enforcement thereof and agrees not to challenge the State’s rights in and to the Deliverables.

2.10.3 Further Assurances. At the Agency’s request, the Contractor will execute and deliver such instruments and take such other action as may be requested by the Agency to establish, perfect, or protect the State’s rights in and to the Deliverables and to carry out the assignments, transfers and conveyances set forth in Section 2.10, Intellectual Property.

2.10.4 Publications. Prior to completion of all services required by this Contract, the Contractor shall not publish in any format any final or interim report, document, form, or other material developed as a result of this Contract without the express written consent of the Agency. Upon completion of all services required by this Contract, the Contractor may publish or use materials developed as a result of this Contract, subject to confidentiality restrictions, and only after the Agency has had an opportunity to review and comment upon the publication. Any such publication shall contain a statement that the work was done pursuant to a contract with the Agency and that it does not necessarily reflect the opinions, findings, and conclusions of the Agency.

2.11 Warranties.

2.11.1 Construction of Warranties Expressed in this Contract with Warranties Implied by Law. Warranties made by the Contractor in this Contract, whether: (1) this Contract specifically denominates the Contractor’s promise as a warranty; or (2) the warranty is created by the Contractor’s affirmation or promise, by a description of the Deliverables to be provided, or by provision of samples to the Agency, shall not be construed as limiting or negating any warranty provided by law, including without limitation, warranties that arise through the course of dealing or usage of trade. The warranties expressed in this Contract are intended to modify the warranties implied by law only to the extent that they expand the warranties applicable to the Deliverables provided by the Contractor. With the exception of Subsection 2.11.3, the provisions of this section apply during the Warranty Period as defined in the Contract Declarations and Execution Section.

2.11.2 Contractor represents and warrants that:

2.11.2.1 All Deliverables shall be wholly original with and prepared solely by the Contractor; or it owns, possesses, holds, and has received or secured all rights, permits, permissions, licenses, and authority necessary to provide the Deliverables to the Agency hereunder and to assign, grant and convey the rights, benefits, licenses, and other rights assigned, granted, or conveyed to the Agency hereunder or under any license agreement related hereto without violating any rights of any third party;

2.11.2.2 The Contractor has not previously and will not grant any rights in any Deliverables to any third
party that are inconsistent with the rights granted to the Agency herein; and
2.11.2.3 The Agency shall peacefully and quietly have, hold, possess, use, and enjoy the Deliverables without suit, disruption, or interruption.

2.11.3 The Contractor represents and warrants that:

2.11.3.1 The Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables); and
2.11.3.2 The Agency’s use of, and exercise of any rights with respect to, the Deliverables (and all intellectual property rights and proprietary rights arising out of, embodied in, or related to such Deliverables), do not and will not, under any circumstances, misappropriate a trade secret or infringe upon or violate any copyright, patent, trademark, trade dress or other intellectual property right, proprietary right or personal right of any third party. The Contractor further represents and warrants there is no pending or threatened claim, litigation, or action that is based on a claim of infringement or violation of an intellectual property right, proprietary right or personal right or misappropriation of a trade secret related to the Deliverables. The Contractor shall inform the Agency in writing immediately upon becoming aware of any actual, potential, or threatened claim of or cause of action for infringement or violation or an intellectual property right, proprietary right, or personal right or misappropriation of a trade secret. If such a claim or cause of action arises or is likely to arise, then the Contractor shall, at the Agency’s request and at the Contractor’s sole expense:

- Procure for the Agency the right or license to continue to use the Deliverable at issue;
- Replace such Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation, or misappropriation;
- Modify or replace the affected portion of the Deliverable with a functionally equivalent or superior Deliverable free of any such infringement, violation, or misappropriation; or
- Accept the return of the Deliverable at issue and refund to the Agency all fees, charges, and any other amounts paid by the Agency with respect to such Deliverable. In addition, the Contractor agrees to indemnify, defend, protect, and hold harmless the State and its officers, directors, employees, officials, and agents as provided in the Indemnification Section of this Contract, including for any breach of the representations and warranties made by the Contractor in this section.

The warranty provided in this Section 2.11.3 shall be perpetual, shall not be subject to the contractual Warranty Period, and shall survive termination of this Contract. The foregoing remedies provided in this subsection shall be in addition to and not exclusive of other remedies available to the Agency and shall survive termination of this Contract.

2.11.4 The Contractor represents and warrants that the Deliverables shall:

2.11.4.1 Be free from material Deficiencies; and
2.11.4.2 Meet, conform to, and operate in accordance with all Specifications and in accordance with this Contract during the Warranty Period, as defined in the Contract Declarations and Execution Section. During the Warranty Period the Contractor shall, at its expense, repair, correct or replace any Deliverable that contains or experiences material Deficiencies or fails to meet, conform to or operate in accordance with Specifications within five (5) Business Days of receiving notice of such Deficiencies or failures from the Agency or within such other period as the Agency specifies in the notice. In the event the Contractor is unable to repair, correct, or replace such Deliverable to the Agency’s satisfaction, the Contractor shall refund the fees or other amounts paid for the Deliverables and for any services related thereto. The foregoing shall not constitute an exclusive remedy under this Contract, and the Agency shall be entitled to pursue any other available contractual, legal, or equitable remedies. The Contractor shall be available at all reasonable times to assist the Agency with questions, problems, and concerns about the Deliverables, to inform the Agency promptly of any known Deficiencies in any Deliverables, repair and correct any Deliverables not performing in accordance with the warranties contained in this Contract, notwithstanding that such Deliverables may have been accepted by the Agency, and provide the Agency with all necessary materials with respect to such repaired or corrected Deliverable.

2.11.5 The Contractor represents, warrants and covenants that all services to be performed under this Contract shall be performed in a professional, competent, diligent, and workmanlike manner by knowledgeable, trained, and qualified personnel, all in accordance with the terms and Specifications of this Contract and the standards of performance considered generally acceptable in the industry for
similar tasks and projects. In the absence of a Specification for the performance of any portion of this Contract, the parties agree that the applicable Specification shall be the generally accepted industry standard. So long as the Agency notifies the Contractor of any services performed in violation of this standard, the Contractor shall re-perform the services at no cost to the Agency, such that the services are rendered in the above-specified manner, or if the Contractor is unable to perform the services as warranted, the Contractor shall reimburse the Agency any fees or compensation paid to the Contractor for the unsatisfactory services.

2.11.6 The Contractor represents and warrants that the Deliverables will comply with all Applicable Law.

2.11.7 Obligations Owed to Third Parties. The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to this Contract are or will be fully satisfied by the Contractor so that the Agency will not have any obligations with respect thereto.

2.12 Acceptance of Deliverables.

2.12.1 Acceptance of Written Deliverables. For the purposes of this section, written Deliverables means documents including, but not limited to project plans, planning documents, reports, or instructional materials (“Written Deliverables”). Although the Agency determines what Written Deliverables are subject to formal Acceptance, this section generally does not apply to routine progress or financial reports. Absent more specific Acceptance Criteria in the Special Terms, following delivery of any Written Deliverable pursuant to the Contract, the Agency will notify the Contractor whether or not the Deliverable meets contractual specifications and requirements. Written Deliverables shall not be considered accepted by the Agency, nor does the Agency have an obligation to pay for such Deliverables, unless and until the Agency has notified the Contractor of the Agency’s Final Acceptance of the Written Deliverables. In all cases, any statements included in such Written Deliverables that alter or conflict with any contractual requirements shall in no way be considered as changing the contractual requirements unless and until the parties formally amend the Contract.

2.12.2. Reserved. (Acceptance of Software Deliverables)

2.12.3 Notice of Acceptance and Future Deficiencies. The Contractor’s receipt of any notice of Acceptance, including Final Acceptance, with respect to any Deliverable shall not be construed as a waiver of any of the Agency’s rights to enforce the terms of this Contract or require performance in the event the Contractor breaches this Contract or any Deficiency is later discovered with respect to such Deliverable.

2.13 Contract Administration.

2.13.1 Independent Contractor. The status of the Contractor shall be that of an independent contractor. The Contractor, its employees, agents, and any subcontractors performing under this Contract are not employees or agents of the State or any agency, division, or department of the State simply by virtue of work performed pursuant to this Contract. Neither the Contractor nor its employees shall be considered employees of the Agency or the State for federal or state tax purposes simply by virtue of work performed pursuant to this Contract. The Agency will not withhold taxes on behalf of the Contractor (unless required by law).

2.13.2 Incorporation of Documents. To the extent this Contract arises out of a Solicitation, the parties acknowledge that the Contract consists of these contract terms and conditions as well as the Solicitation and the Bid Proposal. The Solicitation and the Bid Proposal are incorporated into the Contract by reference. If the Contractor proposed exceptions or modifications to the Sample Contract attached to the Solicitation or to the Solicitation itself, these proposed exceptions or modifications shall not be incorporated into this Contract unless expressly set forth herein. If there is a conflict between the Contract, the Solicitation, and the Bid Proposal, the conflict shall be resolved according to the following priority, ranked in descending order: (1) the Contract; (2) the Solicitation; (3) the Bid Proposal.

2.13.3 Intent of References to Bid Documents. To the extent this Contract arises out of a Solicitation, the references to the parties' obligations, which are contained in this Contract, are intended to supplement or clarify the obligations as stated in the Solicitation and the Bid Proposal. The failure of the
parties to make reference to the terms of the Solicitation or the Bid Proposal in this Contract shall not be construed as creating a conflict and will not relieve the Contractor of the contractual obligations imposed by the terms of the Solicitation and the Contractor’s Bid Proposal. Terms offered in the Bid Proposal, which exceed the requirements of the Solicitation, shall not be construed as creating an inconsistency or conflict with the Solicitation or the Contract. The contractual obligations of the Agency are expressly stated in this document. The Bid Proposal does not create any express or implied obligations of the Agency.

2.13.4 Compliance with the Law. The Contractor, its employees, agents, and subcontractors shall comply at all times with all Applicable Law. All such Applicable Law is incorporated into this Contract as of the effective date of the Applicable Law. The Contractor and Agency expressly reject any proposition that future changes to Applicable Law are inapplicable to this Contract and the Contractor’s provision of Deliverables and/or performance in accordance with this Contract. When providing Deliverables pursuant to this Contract the Contractor, its employees, agents, and subcontractors shall comply with all Applicable Law.

2.13.4.1 The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by Applicable Law. Upon the State’s written request, the Contractor shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and non-discrimination and accessibility plans and policies regarding services to clients as required under 11 Iowa Admin. Code chapter 121.

2.13.4.2 In the event the Contractor contracts with third parties for the performance of any of the Contractor obligations under this Contract as set forth in Section 2.13.9, the Contractor shall take such steps as necessary to ensure such third parties are bound by the terms and conditions contained in this Section 2.13.4.

2.13.4.3 Notwithstanding anything in this Contract to the contrary, the Contractor’s failure to fulfill any requirement set forth in this Section 2.13.4 shall be regarded as a material breach of this Contract and the State may cancel, terminate, or suspend in whole or in part this Contract. The State may further declare the Contractor ineligible for future state contracts in accordance with authorized procedures or the Contractor may be subject to other sanctions as provided by law or rule.

2.13.4.4 The Contractor, its employees, agents, and subcontractors shall also comply with all Applicable Law regarding business permits and licenses that may be required to carry out the work performed under this Contract.

2.13.4.5 If all or a portion of the funding used to pay for the Deliverables is being provided through a grant from the Federal Government, the Contractor acknowledges and agrees that pursuant to applicable federal laws, regulations, circulars, and bulletins, the awarding agency of the Federal Government reserves certain rights including, without limitation, a royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for Federal Government purposes, the Deliverables developed under this Contract and the copyright in and to such Deliverables.

2.13.5 Procurement. The Contractor shall use procurement procedures that comply with all applicable federal, state, and local laws and regulations.

2.13.6 Non-Exclusive Rights. This Contract is not exclusive. The Agency reserves the right to select other contractors to provide Deliverables similar or identical to those described in the Scope of Work during the entire term of this Contract, which includes any extensions or renewals thereof.

2.13.7 Amendments. With the exception of the Contract end date, which may be extended in the Agency’s sole discretion, this Contract may only be amended by mutual written consent of the parties. Amendments shall be executed on a form approved by the Agency that expressly states the intent of the parties to amend this Contract. This Contract shall not be amended in any way by use of terms and conditions in an Invoice or other ancillary transactional document. To the extent that language in a transactional document conflicts with the terms of this Contract, the terms of this Contract shall control.

2.13.8 No Third Party Beneficiaries. There are no third party beneficiaries to this Contract. This Contract is intended only to benefit the State and the Contractor.

2.13.9 Use of Third Parties. The Agency acknowledges that the Contractor may contract with third parties for the performance of any of the Contractor’s obligations under this Contract. The Contractor shall notify the Agency in writing of all
subcontracts relating to Deliverables to be provided under this Contract prior to the time the subcontract(s) become effective. The Agency reserves the right to review and approve all subcontracts. The Contractor may enter into these contracts to complete the project provided that the Contractor remains responsible for all Deliverables provided under this Contract. All restrictions, obligations, and responsibilities of the Contractor under this Contract shall also apply to the subcontractors and the Contractor shall include in all of its subcontracts a clause that so states. The Agency shall have the right to request the removal of a subcontractor from the Contract for good cause.

2.13.10 Choice of Law and Forum. The laws of the State of Iowa shall govern and determine all matters arising out of or in connection with this Contract without regard to the conflict of law provisions of Iowa law. Any and all litigation commenced in connection with this Contract shall be brought and maintained solely in Polk County District Court for the State of Iowa, Des Moines, Iowa, or in the United States District Court for the Southern District of Iowa, Central Division, Des Moines, Iowa, wherever jurisdiction is appropriate. This provision shall not be construed as waiving any immunity to suit or liability including without limitation sovereign immunity in State or Federal court, which may be available to the Agency or the State of Iowa.

2.13.11 Assignment and Delegation. The Contractor may not assign, transfer, or convey in whole or in part this Contract without the prior written consent of the Agency. For the purpose of construing this clause, a transfer of a controlling interest in the Contractor shall be considered an assignment. The Contractor may not delegate any of its obligations or duties under this Contract without the prior written consent of the Agency. The Contractor may not assign, pledge as collateral, grant a security interest in, create a lien against, or otherwise encumber any payments that may or will be made to the Contractor under this Contract.

2.13.12 Integration. This Contract represents the entire Contract between the parties. The parties shall not rely on any representation that may have been made which is not included in this Contract.

2.13.13 No Drafter. No party to this Contract shall be considered the drafter of this Contract for the purpose of any statute, case law, or rule of construction that would or might cause any provision to be construed against the drafter.

2.13.14 Headings or Captions. The paragraph headings or captions used in this Contract are for identification purposes only and do not limit or construe the contents of the paragraphs.

2.13.15 Not a Joint Venture. Nothing in this Contract shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Contract.

2.13.16 Joint and Several Liability. If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation, or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Contract, for any default of activities and obligations, and for any fiscal liabilities.

2.13.17 Supersedes Former Contracts or Agreements. This Contract supersedes all prior contracts or agreements between the Agency and the Contractor for the Deliverables to be provided in connection with this Contract.

2.13.18 Waiver. Except as specifically provided for in a waiver signed by duly authorized representatives of the Agency and the Contractor, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Contract shall not be construed as affecting any subsequent right to require performance or to claim a breach.

2.13.19 Notice. Any notices required by the Contract shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal Express, courier or other similar and reliable carrier which shall be addressed to each party’s Contract Manager as set forth in the Contract Declarations and Execution Section. From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party. Each such notice shall be deemed to have been provided:

- At the time it is actually received in the case of hand delivery;
- Within one (1) day in the case of overnight delivery, courier or services such as Federal Express with guaranteed next-day delivery; or
• Within five (5) days after it is deposited in the U.S. Mail.

2.13.20 Cumulative Rights. The various rights, powers, options, elections, and remedies of any party provided in this Contract, shall be construed as cumulative and not one of them is exclusive of the others or exclusive of any rights, remedies or priorities allowed either party by law, and shall in no way affect or impair the right of any party to pursue any other equitable or legal remedy to which any party may be entitled.

2.13.21 Severability. If any provision of this Contract is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Contract.

2.13.22 Time is of the Essence. Time is of the essence with respect to the Contractor’s performance of the terms of this Contract. The Contractor shall ensure that all personnel providing Deliverables to the Agency are responsive to the Agency’s requirements and requests in all respects.

2.13.23 Authorization. The Contractor represents and warrants that:

2.13.23.1 It has the right, power, and authority to enter into and perform its obligations under this Contract.

2.13.23.2 It has taken all requisite action (corporate, statutory, or otherwise) to approve execution, delivery, and performance of this Contract and this Contract constitutes a legal, valid, and binding obligation upon itself in accordance with its terms.

2.13.24 Successors in Interest. All the terms, provisions, and conditions of the Contract shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns, and legal representatives.

2.13.25 Records Retention and Access.

2.13.25.1 Financial Records. The Contractor shall maintain accurate, current, and complete records of the financial activity of this Contract which sufficiently and properly document and calculate all charges billed to the Agency during the entire term of this Contract, which includes any extensions or renewals thereof, and for a period of at least seven (7) years following the date of final payment or completion of any required audit (whichever is later). If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the seven (7) year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular seven (7) year period, whichever is later. The Contractor shall permit the Agency, the Auditor of the State of Iowa or any other authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records, or other records of the Contractor relating to orders, Invoices or payments, or any other Documentation or materials pertaining to this Contract, wherever such records may be located. The Contractor shall not impose a charge for audit or examination of the Contractor’s books and records. Based on the audit findings, the Agency reserves the right to address the Contractor’s board or other managing entity regarding performance and expenditures. When state or federal law or the terms of this Contract require compliance with the OMNI Circular, or other similar provision addressing proper use of government funds, the Contractor shall comply with these additional records retention and access requirements:

2.13.25.1.1 Records of financial activity shall include records that adequately identify the source and application of funds. When the terms of this Contract require matching funds, cash contributions made by the Contractor and third-party in-kind (property or service) contributions, these funds must be verifiable from the Contractor’s records. These records must contain information pertaining to contract amount, obligations, unobligated balances, assets, liabilities, expenditures, income, and third-party reimbursements.

2.13.25.1.2 The Contractor shall maintain accounting records supported by source documentation that may include but are not limited to cancelled checks, paid bills, payroll, time and attendance records, and contract award documents.

2.13.25.1.3 The Contractor, in maintaining project expenditure accounts, records and reports, shall make any necessary adjustments to reflect refunds, credits, underpayments or overpayments, as well as any adjustments resulting from administrative or compliance reviews and audits. Such adjustments shall be set forth in the financial reports filed with the Agency.
2.13.25.1.4 The Contractor shall maintain a sufficient record keeping system to provide the necessary data for the purposes of planning, monitoring, and evaluating its program.

2.13.25.2 The Contractor shall retain all non-medical and medical client records for a period of seven (7) years from the last date of service for each patient; or in the case of a minor patient or client, for a period consistent with that established by Iowa Code § 614.1(9), whichever is greater.

2.13.26 Audits. Local governments and non-profit subrecipient entities that expend $750,000 or more in a year in federal awards (from all sources) shall have a single audit conducted for that year in accordance with the provisions of the OMNI Circular, OMB Uniform Guidance: Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards at 2 C.F.R. 200. A copy of the final audit report shall be submitted to the Agency if either the schedule of findings and questioned costs or the summary schedule of prior audit findings includes any audit findings related to federal awards provided by the Agency. If an audit report is not required to be submitted per the criteria above, the subrecipient must provide written notification to the Agency that the audit was conducted in accordance with Government Auditing Standards and that neither the schedule of findings and questioned costs nor the summary schedule of prior audit findings includes any audit findings related to federal awards provided by the Agency. See the OMNI Circular, Section 200.330, Subrecipient and Contractor Determinations for a discussion of subrecipient versus contractor (vendor) relationships. The Contractor shall provide the Agency with a copy of any written audit findings or reports, whether in draft or final form, within two (2) Business Days following receipt by the Contractor. The requirements of this paragraph shall apply to the Contractor as well as any subcontractors.

2.13.27 Reimbursement of Audit Costs. If the Auditor of the State of Iowa notifies the Agency of an issue or finding involving the Contractor’s noncompliance with laws, rules, regulations, and/or contractual agreements governing the funds distributed under this Contract, the Contractor shall bear the cost of the Auditor’s review and any subsequent assistance provided by the Auditor to determine compliance. The Contractor shall reimburse the Agency for any costs the Agency pays to the Auditor for such review or audit.

2.13.28 Staff Qualifications and Background Checks. The Contractor shall be responsible for assuring that all persons, whether they are employees, agents, subcontractors, or anyone acting for or on behalf of the Contractor, are properly licensed, certified, or accredited as required under applicable state law and the Iowa Administrative Code. The Contractor shall provide standards for service providers who are not otherwise licensed, certified, or accredited under state law or the Iowa Administrative Code.

The Agency reserves the right to conduct and/or request the disclosure of criminal history and other background investigation of the Contractor, its officers, directors, shareholders, and the Contractor’s staff, agents, or subcontractors retained by the Contractor for the performance of Contract services.

2.13.29 Solicitation. The Contractor represents and warrants that no person or selling agency has been employed or retained to solicit and secure this Contract upon an agreement or understanding for commission, percentage, brokerage, or contingency excepting bona fide employees or selling agents maintained for the purpose of securing business.

2.13.30 Obligations Beyond Contract Term. All obligations of the Agency and the Contractor incurred or existing under this Contract as of the date of expiration or termination will survive the expiration or termination of this Contract. Contract sections that survive include, but are not necessarily limited to, the following: (1) Section 2.4.2, Erroneous Payments and Credits; (2) Section 2.5.5, Limitation of the State’s Payment Obligations; (3) Section 2.5.6, Contractor’s Contract Close-Out Duties; (4) Section 2.7, Indemnification, and all subparts thereof; (5) Section 2.9, Ownership and Security of Agency Information, and all subparts thereof; (6) Section 2.10, Intellectual Property, and all subparts thereof; (7) Section 2.13.10, Choice of Law and Forum; (8) Section 2.13.16, Joint and Several Liability; (9) Section 2.13.20, Cumulative Rights; (10) Section 2.13.24 Successors In Interest; (11) Section 2.13.25, Records Retention and Access, and all subparts thereof; (12) Section 2.13.26, Audits; (13) Section 2.13.27, Reimbursement of Audit Costs; (14) Section 2.13.35, Repayment Obligation; and (15) Section 2.13.39, Use of Name or Intellectual Property.

2.13.31 Counterparts. The parties agree that this Contract has been or may be executed in several counterparts, each of which shall be deemed an
original and all such counterparts shall together constitute one and the same instrument.

2.13.32 Delays or Potential Delays of Performance. Whenever the Contractor encounters any difficulty which is delaying or threatens to delay the timely performance of this Contract, including but not limited to potential labor disputes, the Contractor shall immediately give notice thereof in writing to the Agency with all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the Agency or the State of any rights or remedies to which either is entitled by law or pursuant to provisions of this Contract.

Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

Furthermore, the Contractor will not be excused from failure to perform that is due to a Force Majeure unless and until the Contractor provides notice pursuant to this provision.

2.13.33 Delays or Impossibility of Performance Based on a Force Majeure. Neither party shall be in default under the Contract if performance is prevented, delayed, or made impossible to the extent that such prevention, delay, or impossibility is caused by a Force Majeure. If a delay results from a subcontractor’s conduct, negligence or failure to perform, the Contractor shall not be excused from compliance with the terms and obligations of the Contract unless the subcontractor or supplier is prevented from timely performance by a Force Majeure as defined in this Contract.

If a Force Majeure delays or prevents the Contractor’s performance, the Contractor shall immediately use its best efforts to directly provide alternate, and to the extent possible, comparable performance. Comparability of performance and the possibility of comparable performance shall be determined solely by the Agency.

The party seeking to exercise this provision and not perform or delay performance pursuant to a Force Majeure shall immediately notify the other party of the occurrence and reason for the delay. The parties shall make every effort to minimize the time of nonperformance and the scope of work not being performed due to the unforeseen events. Dates by which performance obligations are scheduled to be met will be extended only for a period of time equal to the time lost due to any delay so caused.

2.13.34 Right to Address the Board of Directors or Other Managing Entity. The Agency reserves the right to address the Contractor’s board of directors or other managing entity of the Contractor regarding performance, expenditures, and any other issue the Agency deems appropriate.

2.13.35 Repayment Obligation. In the event that any State and/or federal funds are deferred and/or disallowed as a result of any audits or expended in violation of the laws applicable to the expenditure of such funds, the Contractor shall be liable to the Agency for the full amount of any claim disallowed and for all related penalties incurred. The requirements of this paragraph shall apply to the Contractor as well as any subcontractors.

2.13.36 Reporting Requirements. If this Contract permits other State agencies and political subdivisions to make purchases off of the Contract, the Contractor shall keep a record of the purchases made pursuant to the Contract and shall submit a report to the Agency on a quarterly basis. The report shall identify all of the State agencies and political subdivisions making purchases off of this Contract and the quantities purchased pursuant to the Contract during the reporting period.

2.13.37 Immunity from Liability. Every person who is a party to the Contract is hereby notified and agrees that the State, the Agency, and all of their employees, agents, successors, and assigns are immune from liability and suit for or from the Contractor’s and/or subcontractors’ activities involving third parties and arising from the Contract.

2.13.38 Public Records. The laws of the State require procurement and contract records to be made public unless otherwise provided by law.

2.13.39 Use of Name or Intellectual Property. The Contractor agrees it will not use the Agency and/or State’s name or any of their intellectual property, including but not limited to, any State, state agency, board or commission trademarks or logos in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the Agency and/or the State.

2.13.40 Taxes. The State is exempt from Federal excise taxes, and no payment will be made for any taxes levied on the Contractor’s employees’ wages. The State is exempt from State and local sales and use taxes on the Deliverables.

2.13.41 No Minimums Guaranteed. The Contract does not guarantee any minimum level of purchases or any minimum amount of compensation.
2.14 Contract Certifications. The Contractor will fully comply with obligations herein. If any conditions within these certifications change, the Contractor will provide written notice to the Agency within twenty-four (24) hours from the date of discovery.

2.14.1 Certification of Compliance with Pro-Children Act of 1994. The Contractor must comply with Public Law 103-227, Part C Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). This Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the Deliverables are funded by federal programs either directly or through State or local governments. Federal programs include grants, cooperative agreements, loans or loan guarantees, and contracts. The law also applies to children’s services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children’s services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities (other than clinics) where Women, Infants, and Children (WIC) coupons are redeemed.

The Contractor further agrees that the above language will be included in any subawards that contain provisions for children’s services and that all subgrantees shall certify compliance accordingly. Failure to comply with the provisions of this law may result in the imposition of a civil monetary penalty of up to $1,000.00 per day.

2.14.2 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transactions

By signing this Contract, the Contractor is providing the certification set out below:

2.14.2.1 The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the Contractor knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2.14.2.2 The Contractor shall provide immediate written notice to the Agency if at any time the Contractor learns that its certification was erroneous when submitted or had become erroneous by reason of changed circumstances.

2.14.2.3 The terms covered transaction, debarred, suspended, ineligible, lower tier covered transaction, participant, person, primary covered transaction, principle, proposal, and voluntarily excluded, as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. Contact the Agency for assistance in obtaining a copy of those regulations.

2.14.2.4 The Contractor agrees by signing this Contract that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Agency or agency with which this transaction originated.

2.14.2.5 The Contractor further agrees by signing this Contract that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

2.14.2.6 A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from covered transactions, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. A participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Nonprocurement Programs.

2.14.2.7 Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
2.14.2.8 Except for transactions authorized under Section 2.14.2.4 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the Agency or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

2.14.2.9 The Contractor certifies, by signing this Contract, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.

Where the Contractor is unable to certify to any of the statements in this certification, such Contractor shall attach an explanation to this Contract.

2.14.3 Restriction on Lobbying.

This section is applicable to all federally-funded contracts.

Title 45 of the Code of Federal Regulations, Part 93 sets conditions on the use of Federal funds supporting this Contract. The Contractor shall comply with all requirements of CFR Part 93 which is incorporated herein as if fully set forth. No appropriated funds supporting this Contract may be expended by the Contractor for payment of any person for influencing or attempting to influence an employee of the agency (as defined in 5 U.S.C.552(f)), a member of Congress in connection with the award of this Contract, the making of any federal funding grant award connected to this Contract, the making of any Federal loan connected to this Contract, the entering into any cooperative agreement connected to this Contract, and the extension, continuation, or modification of this Contract.

2.14.3.1 The Contractor shall file with the Agency a certification form, set forth in Appendix A of 45 CFR Part 93, certifying the Contractor, including any subcontractor(s) at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) has made or has agreed to make any payment prohibited under 45 CFR §93.100 if paid for with appropriated funds, including profits from any covered Federal action, which would be prohibited under 45 CFR §93.100 if paid for with appropriated funds. All disclosure forms shall be forwarded from tier to tier until received by the Contractor and shall be treated as a material representation of fact upon which all receiving tiers shall rely.

2.14.3.2 The Contractor shall file with the Agency subsequent disclosure forms at the end of each calendar quarter in which there occurs any event that requires disclosure or materially affects the accuracy of the information contained in any disclosure form previously filed. Such events include:

2.14.3.3.1 A cumulative increase of $25,000 or more in the amount paid or expected to be paid to influence a covered Federal action;

2.14.3.3.2 A change in the person(s) or individual(s) influencing or attempting to influence a covered Federal action; and

2.14.3.3.3 A change in the officer(s), employee(s), or Member(s) contacted to influence or attempt to influence a covered Federal action.

2.14.3.4 The Contractor may be subject to civil penalties if the Contractor fails to comply with the requirements of 45 CFR Part 93. An imposition of a civil penalty does not prevent the Agency from taking appropriate enforcement actions which may include, but not necessarily be limited to, termination of the Contract.

2.14.4 Certification Regarding Drug Free Workplace

2.14.4.1 Requirements for Contractors Who are Not Individuals. If the Contractor is not an individual, the Contractor agrees to provide a drug-free workplace by:

2.14.4.1.1 Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition;

2.14.4.1.2 Establishing a drug-free awareness program to inform employees about:

- The dangers of drug abuse in the workplace;
- The Contractor’s policy of maintaining a drug-free workplace;
• Any available drug counseling, rehabilitation, and employee assistance programs; and
• The penalties that may be imposed upon employees for drug abuse violations;

2.14.4.1.3 Making it a requirement that each employee be engaged in the performance of such contract be given a copy of the statement required by Subsection 2.14.4.1.1;

2.14.4.1.4 Notifying the employee in the statement required by Subsection 2.14.4.1.1 that as a condition of employment on such contract, the employee will:
• Abide by the terms of the statement; and
• Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

2.14.4.1.5 Notifying the contracting agency within ten (10) days after receiving notice under the second unnumbered bullet of Subsection 2.14.4.1.4 from an employee or otherwise receiving actual notice of such conviction;

2.14.4.1.6 Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by 41 U.S.C. § 703; and

2.14.4.1.7 Making a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

2.14.4.2 Requirement for Individuals. If the Contractor is an individual, by signing the Contract, the Contractor agrees not to engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the Contract.

• Take appropriate personnel action against such employee up to and including termination; or
• Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

2.14.5 Conflict of Interest. The Contractor represents, warrants, and covenants that no relationship exists or will exist during the Contract period between the Contractor and the Agency that is a conflict of interest. No employee, officer, or agent of the Contractor or subcontractor shall participate in the selection or in the award or administration of a subcontract if a conflict of interest, real or apparent, exists. The provisions of Iowa Code chapter 68B shall apply to this Contract. The Contractor shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties.

In the event the Contractor becomes aware of any circumstances that may create a conflict of interest the Contractor shall immediately take such actions to mitigate or eliminate the risk of harm caused by the conflict or appearance of conflict. The Contractor shall promptly, fully disclose and notify the Agency of any circumstances that may arise that may create a conflict of interest or an appearance of conflict of interest. Such notification shall be submitted to the Agency in writing within seven (7) Business Days after the conflict or appearance of conflict is discovered.

In the event the Agency determines that a conflict or appearance of a conflict exists, the Agency may take any action that the Agency determines is necessary to mitigate or eliminate the conflict or appearance of a conflict. Such actions may include, but are not limited to:

2.14.5.1 Exercising any and all rights and remedies under the Contract, up to and including terminating the Contract with or without cause; or

2.14.5.2 Directing the Contractor to implement a corrective action plan within a specified time frame to mitigate, remedy and/or eliminate the circumstances which constitute the conflict of interest or appearance of conflict of interest; or

2.14.5.3 Taking any other action the Agency determines is necessary and appropriate to ensure the integrity of the contractual relationship and the public interest.

The Contractor shall be liable for any excess costs to the Agency as a result of the conflict of interest.

2.14.6 Certification Regarding Sales and Use Tax. By executing this Contract, the Contractor certifies it is either (1) registered with the Iowa Department of Revenue, collects, and remits Iowa sales and use taxes as required by Iowa Code chapter 423; or (2) not a “retailer” or a “retailer maintaining a place of business in this state” as those terms are defined in Iowa Code § 423.1(42) and (43). The Contractor also
acknowledges that the Agency may declare the Contract void if the above certification is false. The Contractor also understands that fraudulent certification may result in the Agency or its representative filing for damages for breach of contract.

2.14.7 Certification Regarding Iowa Code Chapter 8F. If the Contractor is or becomes subject to Iowa Code chapter 8F during the entire term of this Contract, which includes any extensions or renewals thereof, the Contractor shall comply with the following:

2.14.7.1 As a condition of entering into this Contract, the Contractor shall certify that it has the information required by Iowa Code § 8F.3 available for inspection by the Agency and the Legislative Services Agency.

2.14.7.2 The Contractor agrees that it will provide the information described in this section to the Agency or the Legislative Services Agency upon request. The Contractor shall not impose a charge for making information available for inspection or providing information to the Agency or the Legislative Services Agency.

2.14.7.3 Pursuant to Iowa Code § 8F.4, the Contractor shall file an annual report with the Agency and the Legislative Services Agency within ten (10) months following the end of the Contractor’s fiscal year (unless the exceptions provided in Iowa Code § 8F.4(1)(b) apply). The annual report shall contain:

2.14.7.3.1 Financial information relative to the expenditure of state and federal moneys for the prior year pursuant to this Contract. The financial information shall include but is not limited to budget and actual revenue and expenditure information for the year covered.

2.14.7.3.2 Financial information relating to all service contracts with the Agency during the preceding year, including the costs by category to provide the contracted services.

2.14.7.3.3 Reportable conditions in internal control or material noncompliance with provisions of laws, rules, regulations, or contractual agreements included in external audit reports of the Contractor covering the preceding year.

2.14.7.3.4 Corrective action taken or planned by the Contractor in response to reportable conditions in internal control or material noncompliance with laws, rules, regulations, or contractual agreements included in external audit reports covering the preceding year.

2.14.7.3.5 Any changes in the information submitted in accordance with Iowa Code §8F.3

2.14.7.3.6 A certification signed by an officer and director, two directors, or the sole proprietor of the Contractor, whichever is applicable, stating the annual report is accurate and the recipient entity is in full compliance with all laws, rules, regulations, and contractual agreements applicable to the recipient entity and the requirements of Iowa Code chapter 8F.

2.14.7.3.7 In addition, the Contractor shall comply with Iowa Code chapter 8F with respect to any subcontracts it enters into pursuant to this Contract. Any compliance documentation, including but not limited to certifications, received from subcontractors by the Contractor shall be forwarded to the Agency.

2.14.8 Reserved. (Food and Nutrition Services Funded Contract).
SECTION 3: SPECIAL CONTRACT ATTACHMENTS

The Special Contract Attachments in this section are a part of the Contract.

N/A
ELECTRONIC MONITORING AGREEMENT

THIS AGREEMENT is entered into this 1st day of July, 2019 by and between Linn County Board of Supervisors and Sixth Judicial District Juvenile Court Services.

1. **Parties**
   a) The Linn County Board of Supervisors (Contractor) administrative office is located at 935 2nd Street S.W., Cedar Rapids, Iowa 52404.
   b) Sixth Judicial District Juvenile Court Services (JCS) administrative office is located at 211 8th Avenue S.W., Cedar Rapids, Iowa 52404.

2. **Purpose**
   JCS has retained the Contractor, specifically Linn County Juvenile Detention & Diversion Services, to provide electronic monitoring devices to youth under the supervision of Juvenile Court Services in Linn, Johnson, Iowa, Jones and Benton Counties.

3. **Term**
   The term of this agreement is effective July 1, 2019 to June 30, 2020.

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

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

SIXTH JUDICIAL DISTRICT JUVENILE COURT SERVICES

By: ___________________________________________ Date
    Christopher Wyatt
    Chief Juvenile Court Officer

LINN COUNTY BOARD OF SUPERVISORS

By: ___________________________________________ Date
    Stacey Walker
    Board of Supervisors Chair
RESOLUTION NO. 2019–4–

A RESOLUTION ESTABLISHING PROVISIONS FOR THE PERMITTING AND USE OF FIREWORKS

(SUPERCEDES RESOLUTION 2017-12-179)

WHEREAS, Senate File 489 (the legislation), signed into law by the governor on May 9, 2017, relates to the possession, sale, transfer, purchase, and use of fireworks; and,

WHEREAS, the legislation authorizes the Board of Supervisors to grant, upon written application, a permit for the use of Display Fireworks by municipalities, fair associations, amusement parks, and other organizations or groups of individuals approved by the Board of Supervisors when the Display Fireworks will be handled by a competent operator; and,

WHEREAS, the legislation sets forth that a person shall not use Consumer Fireworks on real property other than on that person’s real property, or on the real property of a person who has consented to the use of consumer fireworks on that property; and,

WHEREAS, the legislation establishes limitations on the dates and times a person may use or explode consumer fireworks; and,

WHEREAS, the legislation states “The Board of Supervisors may by ordinance or resolution prohibit or limit the use of consumer fireworks or display fireworks, as described in (Iowa Code) section 727.2, if the board determines that the use of such devices would constitute a threat to public safety or private property, or if the board determines that the use of such devices would constitute a nuisance to neighboring landowners”; and,

WHEREAS, the Linn County Board of Supervisors desires to maintain provisions for the issuance of permits and the use of Display Fireworks, Consumer Fireworks, or Novelties in unincorporated Linn County or on real property owned by Linn County; and,

WHEREAS, on December 6, 2017 the Linn County Board of Supervisors passed and approved Resolution 2017-12-179 establishing provisions for the permitting and use of fireworks in unincorporated Linn County or on real property owned by Linn County; and,

WHEREAS, the Linn County Board of Supervisors desires to change provisions included in Resolution 2017-12-179 specifically pertaining to the permitting and use of consumer fireworks in unincorporated Linn County or on real property owned by Linn County.

BE IT THEREFORE RESOLVED by the Linn County Board of Supervisors that Resolution 2017-12-179 is repealed and replaced with this Resolution.

BE IT FURTHER RESOLVED the Board of Supervisors finds that the use of consumer fireworks constitutes a threat to public safety or private property and/or constitutes a nuisance to neighboring landowners.
RESOLUTION 2019-4-

BE IT FURTHER RESOLVED by the Linn County Board of Supervisors that the permitting and use of Display Fireworks, Consumer Fireworks, or Novelties in unincorporated Linn County or on real property owned by Linn County is subject to the provisions listed below.

I. Definitions. For the purposes of permitting and using Display Fireworks, Consumer Fireworks, or Novelties in unincorporated Linn County or on real property owned by Linn County, pursuant to the provisions established in this resolution, the following terms are defined:

A. "Consumer Fireworks" means first-class consumer fireworks and second-class consumer fireworks as those terms are defined in subparagraphs (C) and (E) below.

B. "Display Fireworks" means any explosive composition, or combination of explosive substances or article prepared for the purpose of producing a visible or audible effect by combustion, explosion, deflagration, or detonation, and includes fireworks containing any explosives or flammable compound, or other devices containing any explosive substance.

C. "First Class Consumer Fireworks" means the following consumer fireworks as described in the American Pyrotechnics Association ("APA") Standard 87-1, chapter 3:

1. Aerial shell kits and reloadable tubes.
2. Chasers.
3. Helicopters and aerial spinners.
4. Firecrackers.
5. Mine and shell devices.
6. Missile-type rockets.
7. Roman candles.
8. Sky rockets and bottle rockets.
9. Multiple type devices under this subparagraph (c) which are manufactured in accordance with APA 87-1, section 3.5.

D. "Novelties" means all novelties enumerated in chapter 3 of the APA standard 87-1, and that comply with the labeling regulations promulgated by the United States Consumer Product Safety Commission.

E. "Second Class Consumer Fireworks" means the following consumer fireworks, as described in APA Standard 87-1, chapter 3:

1. Cone fountains.
2. Cylindrical fountains.
3. Flitter sparklers.
4. Ground and hand-held sparkling devices, including multiple tube and hand held sparkling devices that are manufactured in accordance with APA Standard 87-1, section 3.5.
5. Ground spinners.
6. Illuminating torches.
RESOLUTION 2019-4-

7. Toy smoke devices that are not classified as novelties pursuant to APA Standard 87-1, section 3.2.
8. Wheels.
9. Wire or dipped sparklers that are not classified as novelties pursuant to APA Standard 87-1, section 3.2.

II. Display Fireworks Permit

A. The Board of Supervisors may grant, upon written application, a permit for the use of Display Fireworks to municipalities, fair associations, amusement parks and other organizations or groups of individuals approved by the Board of Supervisors when the Display Fireworks will be handled by a competent operator who meets at least one of the following safety requirements:

1. Possesses a Display Operator Certification from Pyrotechnics Guild International
2. Possesses a current, valid state-issued fireworks operator license, from any state, which requires formal safety training similar to that required for a Display Operator Certification from Pyrotechnics Guild International.
3. Demonstrates an equivalent degree of formal fireworks safety training and experience to the satisfaction of the Board of Supervisors.

B. No permit is required for the use of display fireworks at incorporated county fairs.

C. The applicant for a Display Fireworks Permit must submit the Application for Use of Display Fireworks Permit, attached hereto as “Exhibit A” and made part of this Resolution, not less than fourteen (14) days prior to the proposed use of display fireworks.

D. No Display Fireworks Permit will be granted without proof of commercial general liability insurance in an amount to be determined by the Board of Supervisors, but in no event less than $2,000,000. A Certificate of Liability Insurance must be submitted with the application and must be valid for the entire period listed in either Section III.A.1(a) or Section III.A.1(b) of this resolution.

E. No Display Fireworks Permit will be granted without approval from the chief, or assistant chief, of the fire department with jurisdiction over the proposed fireworks display site for: display at that location, and for the fire prevention measures listed by the applicant on the Application for Fireworks Display Permit.

F. No Display Fireworks Permit will be granted without approval from the Linn County Risk Manager.
G. No Display Fireworks Permit will be granted to an applicant or operator who is not at least eighteen (18) years of age on the date of the proposed fireworks display.

H. Any and all fireworks that remain unexploded at the conclusion of the display must be disposed of immediately or safely removed for storage or disposal by the operator who, at the conclusion of the display, must complete a thorough search for any unexploded fireworks or fuses therefrom which have not exploded or functioned properly.

I. The Linn County Sheriff, or his or her designee, may suspend any permit issued pursuant to this Resolution if he or she determines that the health, safety or welfare of the public requires such a suspension, or if the applicant and/or operator fail to meet or follow the safety provisions set forth in this Resolution.

J. Linn County will not charge a fee for the issuance of a Display Fireworks Permit.

III. Consumer Fireworks Permit

A. The Board of Supervisors may grant upon written application, a Consumer Fireworks Permit for the use of Consumer Fireworks on real property owned by Linn County, subject to the provisions listed below, which do not apply to facilities under the management of the Linn County Conservation Board. Facilities under the management of the Linn County Conservation Board are subject to the Linn County Conservation Board Rules and Regulations.

1. A person shall not use or explode Consumer Fireworks on days other than July 4 between the hours of 9 AM and 11 PM.

2. The applicant for a Consumer Fireworks Permit for the use of Consumer Fireworks on real property owned by Linn County must submit the Application for Fireworks Permit, attached hereto as “Exhibit B” and made part of this Resolution, not less than fourteen (14) days prior to the proposed use.

3. Linn County will not charge a fee for the issuance of a Consumer Fireworks Permit.

III. Novelties

A. No permit shall be required for the use of Novelties in unincorporated Linn County or on Linn County-owned property.

PASSED AND APPROVED this __________ day of ________________________2019.
LINN COUNTY BOARD OF SUPERVISORS

Stacey Walker, Chair

Ben Rogers, Vice Chair

Brent Oleson, Supervisor

ATTEST:

Joel Miller, Linn County Auditor

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

_______ Aye    _______ Nay    _______ Abstain and _______ Absent from Voting.
APPLICATION FOR CONSUMER FIREWORKS PERMIT
FOR USE ON REAL PROPERTY OWNED BY LINN COUNTY

Submit completed application at least fourteen (14) days prior to the proposed use of consumer fireworks to:
Linn County Auditor, 935 Second Street SE, Cedar Rapids, IA 52404

| Display | Date: ___________________________________________________________________
| Location: ___________________________________________________________________
| Start Time: _______________ | Ending Time: _______________

| Applicant | Name: ___________________________ | Date of Birth: ___________
| Address: ___________________________________________________________________
| E-Mail: ___________________________ | Phone: _______________

I, the Applicant, hereby affirm:

- I have read Linn County Resolution No. 2017-12-179 establishing provisions for the permitting and use of fireworks and I understand the provisions listed in the resolution.
- I will not use or explode consumer fireworks on real property owned by Linn County other than on the date and during the times listed in this Application.
- I agree to follow the provisions of Resolution 2017-12-179, and Iowa law.
- I specifically agree to protect, defend, and hold Linn County, its officers and employees harmless from any and all damages or claims for damages that might arise or accrue by reason of the granting of the permit for which I have applied.

Applicant’s Signature: ___________________________ Date: ________________

I approve of the use of consumer fireworks as requested in this Application.

Linn County Risk Manager’s Signature: ___________________________ Date: ________________

This application was approved by the Linn County Board of Supervisors on the ______ day of ____________, 20___

Attest: __________________________________________
Joel D. Miller, Linn County Auditor

cc: Linn County Sheriff’s Office
## APPLICATION FOR DISPLAY FIREWORKS PERMIT

Submit completed application at least fourteen (14) days prior to the proposed use of display fireworks to:
Linn County Auditor, 935 Second Street SE, Cedar Rapids, IA  52404

### Display
- Date: __________________________
- Start Time: ____________________
- Ending Time: __________________
- Location ______________________

### Applicant
- Name: _________________________
- Date of Birth: _________________
- Address: _______________________
- E-Mail ________________________
- Phone: ________________________

### Sponsor
- Name: _________________________
- Address: _______________________
- E-Mail: ________________________
- Phone: ________________________

### Operator
- Name: _________________________
- Date of Birth: _________________
- Address: _______________________
- E-Mail: ________________________
- Phone: ________________________
- Check the safety requirement(s) met by the Operator (proof may be required).
  - Display Operator Certification from Pyrotechnics Guild Int. Cert. #____________________
  - Current, valid firework’s operator license  State: __________ Lic. #____________________
  - Equivalent safety training and experience
    Please explain: ________________________________

### Insurance
- Insurance Company: ______________
- Insurance Coverage Amount: __________

### Fire Prevention
- Fire Prevention Measures (attach additional sheets if necessary):
  ________________________________
  ____________________________________________________________________________

I, the Applicant, hereby affirm: I have read Linn County Resolution No. 2017-12-179 establishing provisions for the permitting and use of fireworks and I understand the provisions listed in the resolution; No person shall handle or explode fireworks while under the influence of alcohol or drugs that could adversely affect judgment, movements, or stability; No person who is not 18 years of age will set up or explode fireworks; No person who does not meet at least one of the safety requirements of an Operator, or who is not under the direct supervision of an Operator will set up or explode fireworks; The Operator will conduct a thorough search for unexploded fireworks or fuses at the conclusion of the display. Any unexploded fireworks will be stored or disposed of in a safe manner; The Applicant, Sponsor and Operator will follow the provisions of Resolution 2017-12-179, and Iowa law. Further, I specifically agree to protect, defend, and hold Linn County, its officers and employees, and the fire chief or assistant fire chief who signs this permit application, harmless from any and all damages or claims for damages that might arise or accrue by reason of the granting of the permit for which I have applied.

Applicant’s Signature: ____________________________  Date: ______________

I approve of the location and fire prevention measures for this use of display fireworks.

Fire Chief or Asst. Fire Chief’s Signature: ________________  Dept. __________ Date: _________

Linn County Risk Manager’s Signature: ________________________  Date: __________

This application was approved by the Linn County Board of Supervisors on the ______ day of ____________, 20____

Attest: _________________________________, Joel D. Miller, Linn County Auditor

cc: Linn County Sheriff’s Office
RESOLUTION NO. 2019 - -

A RESOLUTION AUTHORIZING CERTAIN COUNTY EMPLOYEES TO COMMUTE WITH COUNTY-OWNED VEHICLES

(SUPERCEDES RESOLUTION 2015-8-114)

WHEREAS, personal use of County owned vehicles is prohibited, with the exception of personal use by those employees authorized by the Board of Supervisors to commute with county-owned vehicles; and,

WHEREAS, in certain instances, a bona fide county purpose exists for an employee to be assigned a vehicle to commute between work and the employee’s residence; and,

WHEREAS, the Linn County Board of Supervisors previously passed and approved Resolution No. 2015-8-114 authorizing certain county employees to use a county-owned vehicle as a commuting vehicle; and,

WHEREAS, the Linn County Board of Supervisors desires to repeal and replace Resolution No. 2015-8-114 to revise the list of county employees authorized to commute with county-owned vehicles.

BE IT THEREFORE RESOLVED by the Linn County Board of Supervisors that Resolution No. 2015-8-114 is hereby repealed and replaced with this Resolution.

BE IT FURTHER RESOLVED by the Linn County Board of Supervisors that the following employees are authorized to use a county-owned vehicle as a commuting vehicle as required by their respective departments.

1. Conservation – Director
2. Conservation – Deputy Director
3. Conservation – Outdoor Recreation Planner
4. Conservation – Operations Supervisor
5. Engineering & Secondary Road – County Engineer
6. Engineering & Secondary Road – Assistant County Engineer
7. Engineering & Secondary Road – Operations Superintendent
8. Engineering & Secondary Road – Road Maintenance Supervisor
9. Engineering & Secondary Road – Civil Technical Supervisor
10. Engineering & Secondary Road – Engineering Technician I
11. Engineering & Secondary Road – Engineering Technician II
12. Engineering & Secondary Road – Engineering Technician III
13. Engineering & Secondary Road – Maintenance Foreman Supervisor
14. Public Health – Director
15. Full-time law enforcement personnel certified by the State of Iowa as peace officers and permanently assigned a county vehicle.
16. Employees, who from time to time are assigned a county-owned vehicle by their department, to commute for a specific project.
BE IT FURTHER RESOLVED that the Linn County Auditor is directed to include the value of the commuting fringe benefit as taxable compensation in compliance with Internal Revenue Service requirements.

PASSED AND APPROVED this ___________ day of ______________________ 2019.

LINN COUNTY BOARD OF SUPERVISORS

________________________________________
Stacey Walker, Chair

________________________________________
Ben Rogers, Vice Chair

________________________________________
Brent Oleson, Supervisor

ATTEST:

________________________________________
Joel Miller, Linn County Auditor

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

_________ Aye    _________ Nay    _________ Abstain and _________ Absent from Voting.