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.

Reports

Resolutions

Contract and Agreements

Approve and authorize Chair to sign a 28E Agreement with the City of Springville for bridge inspection services to be completed by the contract with IIW.

Approve and authorize Chair to sign a 28E Agreement with the City of Central City for bridge inspection services to be completed by the contract with IIW.

Approve and sign 28E Agreement with the City of Robins for bridge inspection services to be completed by the contract with IIW.

Approve and sign 28E Agreement with the City of Center Point for bridge inspection services to be completed by the contract with IIW.

Approve and authorize Chair to sign a Fiscal Agent Agreement between Linn County Early Childhood Iowa Board (ECI) and Linn County Board of Supervisors on behalf of Linn County Community Services effective July 1, 2020 through June 30, 2021.

Approve and authorize Chair to sign the Statement of Agreement between Linn County and the Abbe Center to provide skilled mental health services for the inmates of the Linn County Jail effective July 1, 2020 through June 30, 2021 with a cost of $30,360.

Approve and authorize Chair to sign a renewal agreement between Linn County and Sixth Judicial District Juvenile Court Services for electronic monitor usage effective July 1, 2020 through June 30, 2021 for an amount of $8.50 per unit per day in use.
Approve and authorize Chair to sign a contract between Linn County (LIFTS) and Cedar Rapids Transit (City of Cedar Rapids) to provide ADA Complementary Paratransit Service effective July 1, 2020 through June 30, 2021 for $904,296.

Approve and authorize Chair to sign a change order #1 from Garling Construction for the Mental Health Access Center in the amount of $34,078.86

Licenses & Permits

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes
Discuss and decide on meeting minutes.

Update on Linn County’s response to COVID-19

Discuss and decide on COVID-19 budget requests

Discuss and decide on a date to reopen certain Linn County buildings to the public

Discuss and decide on a change order #1 from Unzeitig Construction Company for the Public Service Center renovation project

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

Correspondence

Appointments

Adjournment

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

1) Conference call—telephone number 866-576-7975, access code 218839#
2) Email questions or comments prior to or during the meeting to: bd-supervisors@linncounty.org

For questions about meeting accessibility or to request accommodations to attend or to participate in a meeting due to a disability, please contact the Board of Supervisors office at 319-892-5000 or at bd-supervisors@linncounty.org.
Linn County Early Childhood Iowa FY 21 Fiscal Agent Agreement

This agreement is between the Linn County Early Childhood Iowa Board, hereafter referred to as LOCAL BOARD, and Linn County Board of Supervisors on behalf of Linn County Community Services hereafter referred to as the Fiscal Agent.

I. Purpose of Agreement

The LOCAL BOARD has been designated an Early Childhood Iowa area within the geographical area it serves and has received a grant of state funds not to exceed $1,150,175.00 for School Ready Children Services, and a grant of state funds not to exceed $371,221.00 for an Early Childhood Program (hereinafter referred to jointly as EARLY CHILDHOOD IOWA funds) for state fiscal year 2021.

Pursuant to Iowa Code Chapter 256I the LOCAL BOARD is required to designate a public entity as a fiscal agent to administer grant funds. Linn County Community Services is designated as the Fiscal Agent for the LOCAL BOARD.

II. Duration of Agreement

This agreement shall become effective on July 1, 2020. This agreement shall remain in effect until June 30, 2021, or until earlier terminated according to the provisions herein. This agreement may be renewed or extended by the mutual written agreement of the parties in the form of an amendment specifying the new agreement period and the amount of funds available to the LOCAL BOARD for the new agreement period. All other terms of the agreement shall remain in effect unless otherwise specifically amended.

III. Responsibilities of Fiscal Agent

The Fiscal Agent shall provide the following services for each of the two separate funds for which it is acting as fiscal agent:

A. Deposit EARLY CHILDHOOD IOWA funds into accounts in accordance with Iowa Code Chapter 12C and the Cash Management Improvement Act, 31 U.S.C. §6501 et seq.

B. Issue payments from the Early Childhood Iowa grant account as directed by authorized LOCAL BOARD personnel. Payments shall be issued to the individual, vendor, business, or other entity identified by the LOCAL BOARD, in the amount specified, and to the address provided by the LOCAL BOARD. Payments shall be issued as directed, within 30 business days from the date the Fiscal Agent receives written notification from authorized LOCAL BOARD personnel.

C. Be responsible for any costs charged by the financial institution for maintaining the Early Childhood Iowa grant accounts or accounts containing EARLY CHILDHOOD IOWA grant funds. The Fiscal Agent shall ensure that any such costs are reduced or offset to the extent possible through earnings credits offered by the financial institution.

D. Be responsible for completing and submitting any 1099 reports as required by federal or state law or regulation.
E. Maintain separate accounting records for School Ready Children Services and Early Childhood Program funds that at a minimum include the following:

1. For each School Ready Children Services grant payment and for each Early Childhood Program grant payment made as directed by the LOCAL BOARD:
   a. The date written notification/authorization was received from the Local Board.
   b. The name of the authorized LOCAL BOARD staff authorizing the payment.
   c. The name and mailing address of the payee.
   d. The amount of the payment.
   e. The check number or other unique identification of the payment.
   f. The date the payment was mailed or hand-delivered to the payee.
   g. The date the payment is cleared or paid out of the EARLY CHILDHOOD IOWA grant account or account containing EARLY CHILDHOOD IOWA grant funds.
   h. The date of any stop payment requested by the Fiscal Agent and the reason.

2. Running balances for each fund which include:
   a. The cumulative amount of payments authorized by the LOCAL BOARD.
   b. The cumulative amount of payments issued.
   c. Available Early Childhood Iowa grant funds that are not encumbered or otherwise allocated for payments made but not yet cashed.

F. Provide for, account for and deposit the amount of any monthly bank costs for maintaining the EARLY CHILDHOOD IOWA fund account or proportion of such costs attributable to that portion of an account constituting EARLY CHILDHOOD IOWA grant funds, and the amount of any monthly interest earned for the EARLY CHILDHOOD IOWA fund account or proportion of such earnings attributable to that portion of an account constituting EARLY CHILDHOOD IOWA grant funds into the appropriate ECI fund account.

G. Submit monthly expenditure reports within 30 business days from the end of the prior month to the LOCAL BOARD. Reports shall be submitted in a format agreed to by the LOCAL BOARD and the Fiscal Agent, and shall include as much of the information as the Fiscal Agent is required to maintain as described in this section as the LOCAL BOARD may request, and as is necessary to reconcile the records of the LOCAL BOARD with the records of the Fiscal Agent.

H. Submit a report within 30 business days from the end of the agreement period, or such earlier date as the agreement may be terminated, to the LOCAL BOARD. The report shall be submitted in a format agreed to by the LOCAL BOARD and the Fiscal Agent, and shall include as much of the information as the Fiscal Agent is required to maintain as described in this section and as the LOCAL BOARD may request, and as is necessary to reconcile the records of the LOCAL BOARD with the records of the Fiscal Agent.

I. Iowa Administrative Code Chapter 541.9 requires an audit, conducted by an independent agency, of the EARLY CHILDHOOD IOWA funds managed by area boards. “Audit” means a financial review by area boards of EARLY CHILDHOOD IOWA funds. Area boards that receive over $500,000 in federal funds from all funding sources shall complete a full audit of the funds. Area boards that do not receive over $500,000 in federal funds from all funding sources, may complete a full audit or coordinate with the fiscal agent’s
financial review to conduct the state board approved agreed-upon procedures. Requirements are found in the ECI on-line toolkit, Tool UU.

J. Provide services in section III at **no cost** to the LOCAL BOARD.

K. Return unexpended EARLY CHILDHOOD IOWA grant funds, and accrued interest as may be required by law, to the LOCAL BOARD if this agreement is terminated or if EARLY CHILDHOOD IOWA GRANT funds remain in an account held by the Fiscal Agent at the end of the agreement period, unless the agreement is renewed or extended as provided for herein.

L. If this agreement is renewed or extended any unexpended EARLY CHILDHOOD IOWA grant funds remaining in an account held by the Fiscal Agent at the end of the current agreement period shall be retained by the Fiscal Agent for use in the next agreement period.

M. Additional Local Requirements:
   a) Provide detailed Monthly Control sheet for Finance Committee, Board and ECI Director’s review at their regularly scheduled meetings. Control sheets to include but not be limited to the following:
      - Program and Administrative Budget per Funding Source
      - Program and Administrative Budget by their Line-Item Category
      - School Ready-funded program expenditures by Category
      - Program and Administrative-specific information on Claims pending, Claims Paid, Budget Balance and % Expended
      - Interest tracked per Funding source and stipulated category
      - Balance Life to Date to project possible carry-forward
   b) Reconcile monthly cash expenditure report from the Auditor’s office with the ECI Board’s Monthly Control sheet.
   c) Provide financial data to the ECI Director for completion of Financial Reports required by the State ECI office. Data is to be provided to the ECI staff to enable staff to complete the report in the format required by the state by the deadlines.
   d) Provide Advance payment to Programs only when directed by the Board.
   e) Assist ECI staff with all relevant aspects of the Agreed-Upon-Procedures process.
   f) Review the draft ECI Annual Report Financials prepared by Linn County ECI staff, provide edits as necessary and then sign final document if in agreement with content

IV. **Responsibilities of LOCAL BOARD**
The LOCAL BOARD shall have the following responsibilities:

A. Advise the Fiscal Agent in writing of the identity of LOCAL BOARD personnel authorized to approve and submit payment requests for EARLY CHILDHOOD IOWA grant funds to the Fiscal Agent and to receive and review expenditure and other reports from the Fiscal Agent as required herein.

B. Determine the amount and payee for any payment to be made from EARLY CHILDHOOD IOWA grant funds.

C. Authorized staff shall submit a dated written authorization to the Fiscal Agent to make payments for EARLY CHILDHOOD IOWA grant funds approved by the LOCAL
BOARD, which authorization shall designate whether payment should be made from the School Ready Children Services account or the Early Childhood Program account.

D. Maintain separate accounting records for each School Ready Children Services payment and for each Early Childhood Program payment authorized to be paid by the Fiscal Agent that at a minimum include the following:
   1. The date written notification/authorization was submitted to the Fiscal Agent.
   2. The name of the authorized LOCAL BOARD staff authorizing the payment.
   3. The name and mailing address of the payee.
   4. The amount of the payment.

E. Review on a monthly basis the monthly expenditure reports submitted by the Fiscal Agent and reconcile with the records maintained by the LOCAL BOARD. The LOCAL BOARD and Fiscal Agent shall work together to resolve any discrepancies and take any necessary corrective action.

F. Review the report submitted by the Fiscal Agent at the end of the agreement period or other termination of the agreement and reconcile with the records maintained by the LOCAL BOARD. The LOCAL BOARD and Fiscal Agent shall work together to resolve any discrepancies and take any necessary corrective action.

G. Any EARLY CHILDHOOD IOWA GRANT funds allocated to the LOCAL BOARD remaining unexpended at the end of the state fiscal year shall be retained for use in the next state fiscal year and shall be treated as an advance of the EARLY CHILDHOOD IOWA grant funds allocated to the LOCAL BOARD for the next state fiscal year.

V. General Provisions
   A. Agreement Amendment - The agreement shall be amended only upon written agreement of both parties.

B. Renegotiation Clause. In the event there is a revision of Federal regulations, state laws, or administrative rules and this agreement no longer conforms to those regulations, laws, or rules, all parties will review the agreement and renegotiate those items necessary to conform with the new regulations, laws, or rules.

C. Termination of Agreement
   1. For Cause. Causes for termination during the period of the agreement are:
      a. Failure of the Fiscal Agent to complete or submit required report.
      b. Failure of the Fiscal Agent to make financial and statistical records available for review by the Board or other authorized party.
      c. Failure of the Fiscal Agent to abide by the terms of this agreement.
   If one of the above occurs, the LOCAL BOARD shall provide written notice to the Fiscal Agent requesting that the noncompliance be remedied immediately. In the event that the noncompliance continues fifteen (15) days beyond the date of the written notice, the LOCAL BOARD may either immediately terminate the agreement without additional notice, or enforce the terms and conditions of the agreement and seek any legal or equitable remedies.
2. Across the board reductions. Any across the board reductions in State appropriations shall apply to this agreement. Should the LOCAL BOARD determine that the across the board reduction will affect this agreement, any funds allocated to the project and deposited with the Fiscal Agent will be adjusted pursuant to the reduction. The LOCAL BOARD shall provide the Fiscal Agent reasonable written notice before any across the board reduction is put in place. During the notice period, the parties will meet and attempt in good faith to agree upon changes to this agreement to address such reduction.

3. State reorganization plan. The LOCAL BOARD shall have the right to terminate this agreement, by giving the Fiscal Agent reasonable written notice, in the event the LOCAL BOARD is altered by legislative mandate or by direction of the State of Iowa or federal government.

4. Legislative reorganization. The Fiscal Agent expressly acknowledges that the program delivered pursuant to this agreement is subject to Legislative change by either the federal or state governments. Should either legislative body enact measures which alter the program, the Fiscal Agent shall not hold the LOCAL BOARD liable in any manner for the resulting changes. The LOCAL BOARD shall provide reasonable written notice to the Fiscal Agent of any such legislative change. The parties will meet and attempt in good faith to agree upon changes to this agreement to address such reorganization.

5. Upon notice. Either party may terminate this agreement by providing 30 days written notice to the other party.

D. Confidentiality - The Fiscal Agent shall comply with all applicable federal and state laws and regulations on confidentiality.

E. Statement Regarding Meeting All Federal and State Requirements - The Fiscal Agent shall be in compliance with all applicable federal and state laws, rules, and regulations.

F. Records Retention - The Fiscal Agent shall maintain records that document the validity of reports submitted to the LOCAL BOARD. The Fiscal Agent shall retain all books, records, or other documents relevant to this agreement for a period of five (5) years after this agreement is no longer in effect after final payment, or until final audit findings have been resolved, whichever is later.

G. Review of Contract Related Documentation - Upon request, the Fiscal Agent shall allow authorized representatives of the LOCAL BOARD or state or federal agencies to have access to the records as is necessary to confirm compliance with the specifications of this agreement. Reviews may include off-site or on-site visits to the Fiscal Agent, the Fiscal Agent’s central accounting office, the offices of the Fiscal Agent’s agents, a combination of these, or by mutual decision, to other locations.

H. Federal Lobbying Requirements - In accordance with the requirements under 34 CFR 82, “New Restrictions on Lobbying,” the Fiscal Agent shall comply with the restrictions on lobbying requirements. The Fiscal Agent certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid on behalf of the sub-grantee to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of the Congress, an officer or employee of the Congress, or an employee of a Member of Congress in connection with the awarding of any federal
contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of the Congress, or an employee of a Member of Congress in connection with this Contract, grant, loan, or cooperative agreement, the applicant shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

I. Certification Regarding Drug Free Workplace

Requirements for contractors who are not individuals. If Contractor is not an individual, by signing below Contractor agrees to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person’s workplace and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a drug-free awareness program to inform employees about:
   a. The dangers of drug abuse in the workplace;
   b. The person’s policy of maintaining a drug-free workplace;
   c. Any available drug counseling, rehabilitation, and employee assistance programs; and
   d. The penalties that may be imposed upon employees for drug abuse violations;
3. Making it a requirement that each employee to be engaged in the performance of such contract be given a copy of the statement required by subparagraph 1;
4. Notifying the employee in the statement required by subparagraph 1, that as a condition of employment on such contract, the employee will:
   a. Abide by the terms of the statement; and
   b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
5. Notifying the contracting agency within 10 days after receiving notice under subparagraph 4b from an employee or otherwise receiving actual notice of such conviction;
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
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs 1, 2, 3, 4, 5, and 6.
Requirement for individuals. If Contractor is an individual, by signing below Contractor agrees to not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

1. Take appropriate personnel action against such employee up to and including termination; or
2. 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.

J. Debarment, Suspension, And Other Responsibility Matter Requirements - In accordance with the requirements under 34 CFR 85, “Government-wide Debarment and Suspension (Nonprocurement),” the Fiscal Agent shall comply with the debarment and suspension requirements. The Fiscal Agent agrees, to the best of its knowledge and belief, that it and its subcontractors:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated above; and

Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

K. Environmental Tobacco Smoke Requirements - The Contractor shall comply with the requirements of Public Law 103-227, Part C. Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). The Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for 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 services are funded by Federal programs either directly or through States, local governments, by Federal grant, contract, loan, or loan guarantee. The Contractors will require that the language of this certification be included in any Contracts which contain provisions for children’s services and that all sub-contractors shall certify accordingly.
Linn County Board of Supervisors

Signature
Ben Rogers
Linn County Board of Supervisors Chair

Date

Linn County Early Childhood Iowa Board

Signature
Karen Lewis
Linn County ECI Board Chair

Date

ECI Fiscal Agent Contact information:
Staci Meade
LCCS Financial Management Director
Community Services Building
1240 26th Avenue Court SW
Cedar Rapids IA 52404
319-892-5607

ECI Director information:
Chris Kivett-Berry
LCCS Community Project Director
Community Services Building
1240 26th Avenue Court SW
Cedar Rapids IA 52404
319-892-571
STATEMENT OF AGREEMENT

BETWEEN

ABBE CENTER FOR COMMUNITY MENTAL HEALTH

AND

LINN COUNTY SHERIFF’S OFFICE

The purpose of this Agreement is to provide skilled mental health services through Abbe Center to the inmates of the Linn County Jail. Mental Health services will consist of both psychiatric nursing and psychiatry services. **Total contract cost for FY 21 = $30,360**

- FY 21 Psychiatry cost; 4 hours/month @ $320/hour  = $15,360
- FY 21 Nursing cost; 10 hours/month @ $125/hour  = $15,000

Abbe Center will provide consultation on mental health issues and perform mental health assessments of the state/county inmates at the Linn County Jail on a scheduled basis. Abbe Center will:

- Provide a psychiatrist to perform mental health evaluations at the Linn County Jail. Scheduling of time for the psychiatrist will be worked out by Abbe Center and the jail nurse but will generally be bi-weekly for a total of 4 hours per month.
- Psychiatrist will see inmates screened by either the Abbe Center nurse or the jail nurse, for mental health evaluations and medication management.
- Court ordered evaluations will NOT be part of this agreement.
- Provide psychiatric nurse assessments for mental health needs, when requested by the prisoner or the jail personnel on behalf of the prisoner.
- Nursing time will be provided weekly for a maximum of 10 hours per month.
- Recommend interventions for care; initiate interventions for acute psychiatric problems as necessary.
- Document in the jail medical record according to jail policy.

Linn County Jail will inform inmates of available mental health services.

- Provide a correctional officer or deputy to be in attendance while prisoners are being seen by Abbe Center.
- Provide a room for interviews which provides for privacy.
- Maintain documentation of mental health services provided by Abbe Center and insure records are kept confidential according to state and federal laws for mental health information.
- Acquaint Abbe Center staff with philosophies, policies and resources of the Linn County Jail. Notify Abbe of any policy changes that impact the delivery of mental health services.
ACKNOWLEDGEMENT:

This is a contract for services. Nothing in this contract constitute an employment relationship between the staff of Abbe Center and the Linn County Jail or Linn County, Iowa. Neither Abbe Center nor Abbe Center employees are eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan of Linn County Iowa. Nothing in this contract prevents Abbe Center staff from working with others during the length of this Agreement. Abbe Center staff has the sole right to control and direct the means, manner, and method by which the services required by this Agreement will be performed.

INDEMNIFICATION:

Abbe Center shall indemnify and hold Linn County Jail and Linn County Iowa harmless from and against any and all losses, liabilities, and damages incurred by Abbe Center staff during the performance of their contractual duties.

The Linn County Jail shall also indemnify and hold harmless the Abbe Center from and against any and all losses, liabilities, and damages incurred by the Linn County Jail during the performance of contractual duties.

TERMS OF THE AGREEMENT:

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

This agreement shall be reviewed annually. It may be terminated by either party by written notice of termination at least thirty (30) days prior to the effective termination date.

Dated this 27 day of May, 2020.

LINN COUNTY SHERIFF’S OFFICE

[Signature]
Brian Gardner, Sheriff

ABBE CENTER FOR COMMUNITY MENTAL HEALTH

[Signature]
Kathy Johnson, VP/Executive Director

Chairperson, Board of Supervisors
ELECTRONIC MONITORING AGREEMENT

THIS AGREEMENT is entered into this 1st day of July, 2020 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, 2020 to June 30, 2021.

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

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

SIXTH JUDICIAL DISTRICT JUVENILE COURT SERVICES

By: ___________________________  6/2/2020
    Christopher Wyatt
    Chief Juvenile Court Officer

LINN COUNTY BOARD OF SUPERVISORS

By: ___________________________  Date
    Ben Rogers
    Board of Supervisors Chair
Contract for Transportation Services
Between the City of Cedar Rapids (Cedar Rapids Transit) and Linn County (Linn County LIFTS)

WHEREAS, Cedar Rapids Transit has an interest in the provision of ADA Complimentary Paratransit Service within the cities of Cedar Rapids, Hiawatha and Marion, and

WHEREAS, Linn County LIFTS has the ability to provide such services,

NOW, THEREFORE, THE PARTIES DO HEREBY MUTUALLY AGREE AS FOLLOWS:

A. Purpose and Timeframe
1. The purpose of this contract is to arrange for public transit services under the auspices of Cedar Rapids Transit.
2. The contract period shall begin on July 1, 2020 and continue through June 30, 2021. Any extension or renewal of this contract shall be in writing and mutually agreed upon by both parties.

B. Description of Service
1. All transit services will be provided in vehicles open to the public without discrimination.
3. Service hours under this contract shall be the same as the Cedar Rapids Transit fixed-route bus service: Monday through Friday 5:15 a.m. to 7:00 p.m. and Saturday 8:15 a.m. to 5:00 p.m.
4. Service shall be advanced reservation demand responsive service in the cities of Cedar Rapids, Hiawatha and Marion.
5. Access to service shall be obtained by calling Linn County LIFTS for ride reservations for next day service.
6. Fares for these services shall be twice the adult base fare charged on Cedar Rapids Transit’s fixed-route bus service.
7. All services funded under this contract and all uses made of vehicles provided by Cedar Rapids Transit shall be insured with the following coverage.

Insurance Requirements
Linn County LIFTS, at its own expense, shall procure and maintain during the entire term of this Agreement and any extensions thereof, the following insurance coverage on all City owned vehicles provided to Linn County LIFTS for use as stated in this contract.

1. Automobile Liability Insurance with a combined limit of at least $5,000,000 per occurrence for bodily injury and property damage without sub-limits.

2. Qualifying Insurance: Policies shall be issued by insurers authorized to do business in the State of Iowa and currently having an A.M. Best Rating of “B” or better. All policies shall be occurrence form and not claims made form. Linn County LIFTS shall be responsible for deductibles and self-insured retentions in Linn County LIFTS insurance policies.
3. **Additional Insured:** The City of Cedar Rapids, its officers and employees shall be named as additional insureds on Linn County LIFTS’, liability insurance policies and certificates of insurance.

_Certificate of Insurance Requirements_

1. The Description area of the certificate should state: **The City of Cedar Rapids, its officers and employees** are named as additional insured. List the **(Use of City owned Vehicles)** the certificate covers.

2. The minimum liability limits required by the CITY are: **$5,000,000.** This must be **occurrence form** liability coverage.

3. The following address must appear in the Certificate Holder section:
   - Cedar Rapids Transit
   - 427 8th Street NW
   - Cedar Rapids IA 52405

4. Certificates may be sent by e-mail, mail or delivery. A certificate of insurance must be provided to the CITY prior to the execution of this Agreement.

5. During the term of the Agreement, Linn County LIFTS shall provide the CITY with renewal certificates of insurance 20 days prior to policy expiration dates.

C. **Vehicle Responsibilities**

1. Cedar Rapids Transit shall provide approximately 10 ADA-accessible vehicles for the provision of services as described in this contract.
2. Vehicles supplied by Cedar Rapids Transit shall be subject to rotation with other vehicles in Cedar Rapids Transit’s fleet in order to maintain a minimum annual usage for each vehicle in the fleet.
3. Vehicles supplied by Cedar Rapids Transit cannot be subleased without Cedar Rapids Transit’s approval.
4. Linn County LIFTS is responsible for operating the vehicles in a safe and responsible manner, and cleaning and washing the vehicles so they are kept in a clean and presentable condition.
5. Vehicles supplied by Cedar Rapids Transit must be stored in a secure location approved by Cedar Rapids Transit.
6. Linn County LIFTS will be responsible for maintaining the vehicles so that they are mechanically sound and meet the manufacturer’s minimum maintenance requirements, including a requirement to meet at least an 80% on-time record of preventive maintenance inspections.
7. Both parties shall equally split the cost of major component repairs that exceed $1000 in cost.

D. **Operations Responsibilities**

1. Drivers for all transit services provided under this contract shall be employed by Linn County LIFTS and shall be required to have either a commercial driver’s license or chauffeur’s license, as appropriate for the vehicle driven.
2. Linn County LIFTS shall establish a drug and alcohol testing program conforming to the rules of the Federal Transit Administration.
3. Scheduling and dispatching support shall be provided by Linn County LIFTS.
4. Training of operational personnel shall be provided by Linn County LIFTS.
5. Dissemination of information about transit services provided under this contract shall be the responsibility of Linn County LIFTS.

E. Other Linn County LIFTS Responsibilities
1. Linn County LIFTS shall serve as an independent contractor.
2. Linn County LIFTS shall maintain accounting and records for all services rendered and shall assure that all persons handling project funds, including passenger revenues, are bonded to levels appropriate for the amounts of funds handled.
3. Linn County LIFTS shall provide to Cedar Rapids Transit a monthly billing for services rendered in the previous month including a report of units of service provided and revenues credited toward the service from passengers and from other sources.
4. Linn County LIFTS shall secure an independent audit of its transportation program including services provided under this contract and shall provide a copy of the audit report upon the request of Cedar Rapids Transit.
5. Linn County LIFTS shall permit inspection of its vehicles, services, books, and records by Cedar Rapids Transit or agencies providing funding to Cedar Rapids Transit upon the request of Cedar Rapids Transit.
6. Linn County LIFTS shall accept all risk and indemnify and hold Cedar Rapids Transit harmless from all losses, damage, claims, demands, liabilities, suits, or proceedings, including court costs, attorney’s and witness’ fees relating to loss or damage to property or to injury or death of any person arising out of the acts or omissions of Linn County LIFTS or its employees or agents.
7. Linn County LIFTS shall notify Cedar Rapids Transit in the event of any unavoidable interruption or delay in service.
8. Linn County LIFTS shall notify Cedar Rapids Transit of any accidents or incidents that result in a death, injuries requiring immediate medical treatment away from the scene of the accident/incident, or disabling damage to vehicles involved in the accident.
9. Linn County LIFTS shall comply with all applicable state and federal laws, including but not limited to FTA charter rule, affirmative action, equal employment opportunity laws, nondiscrimination laws, traffic laws, motor vehicles equipment laws, confidentiality laws, and freedom of information laws.

F. Other Cedar Rapids Transit Responsibilities
1. Cedar Rapids Transit shall provide operational subsidies for public transit services under the terms identified in this contract.
2. Cedar Rapids Transit shall, based on information supplied by Linn County LIFTS, other contractors and its own records, prepare all required reports to the Iowa Department of Transportation, Office of Public Transit and the Federal Transit Administration.
3. Cedar Rapids Transit shall assist Linn County LIFTS as necessary in the design and scheduling of transit services to meet the needs of the service area.

G. Compensation
1. Linn County LIFTS shall bill Cedar Rapids Transit on a monthly basis by the 15th of the following month.
2. Linn County LIFTS will keep the passenger revenues collected under this contract and apply those revenues to offset the cost of the service. Linn County LIFTS shall charge passengers $3.00/ride which should result in anticipated passenger revenues of approximately $138,000. All passenger revenues shall be applied to the costs of transportation services prior to application of federal transit funding and shall be considered to have expanded the level of services compared to what would be available without such resources.

3. Cedar Rapids Transit will provide an annual operating subsidy of $904,296 to be used for operating and maintenance costs associated with this contract.

4. Payments of the operating subsidy will be made in equal amounts of $75,358 on a monthly basis.

Quarterly Reporting
Cedar Rapids Transit is required to submit timely reports to the Iowa DOT and Federal Transit Administration. To meet the requirement, reports from Linn County LIFTS must be provided to Cedar Rapids Transit by the 15th of the month following the end of a quarter (Oct. 15th, Jan. 15th, Apr. 15th, Jul. 15th). Payments may be withheld if reports are not submitted in a timely manner.

1. Items to report with each quarterly billing shall be:
   - Total number of rides provided
   - Total number of Saturday rides
   - Total number of Sunday rides
   - Total number of elderly rides
   - Total number of disabled rides
   - Total vehicle miles and hours
   - Total revenue miles and hours
   - Total deadhead miles and hours
   - Total passenger revenues collected
   - Actual fully allocated costs of services

I. Entire Agreement
1. This contract contains the entire agreement between Linn County LIFTS and Cedar Rapids Transit. There are no other agreements or understandings, written or verbal that shall take precedence over the items contained herein unless made a part of this contract by amendment procedure.

J. Amendments
1. Any changes to this contract must be in writing and be mutually agreed upon by both Linn County LIFTS and Cedar Rapids Transit.

K. Termination
1. Cancellation of this contract may be initiated by either party through written notice to the other party at least 30 days prior to the date of cancellation.

L. Saving Clause
1. Should any provision of this contract be deemed unenforceable by a court of law, all other provisions shall remain in effect.
M. Assignability and Subcontracting

1. This contract is not assignable to any other party without the express written approval of the Linn County LIFTS and Cedar Rapids Transit and the concurrence of the Iowa Department of Transportation, Office of Public Transit.

2. No part of the transportation services described in this contract may be subcontracted by Linn County LIFTS without the express written approval of Cedar Rapids Transit.

3. Notwithstanding the provisions in M.1. above, it is hereby agreed that Linn County LIFTS may under emergency circumstances temporarily subcontract any portion of the service if it is deemed necessary by Linn County LIFTS to avoid a service interruption. Cedar Rapids Transit shall be notified, in advance if possible, each time this provision is invoked.

ADOPTED BY THE PARTIES AS WITNESSED AND DATED BELOW, SUBJECT TO THE CONCURRENCE OF THE IOWA DEPARTMENT OF TRANSPORTATION, OFFICE OF PUBLIC TRANSIT.

For Linn County                          For City of Cedar Rapids

____________________________________  ________________________________
Ben Rogers, Chairperson                  Jeff Pomeranz, City Manager
Linn County Board of Supervisors          City of Cedar Rapids

Date: ______________________________    Date: ______________________________
Change Order

PROJECT: (Name and address)
Jean Oxley Public Service Center
Front Entrance Door Replacement and
Subsurface Drainage Renovation
Project
Cedar Rapids, IA

CONTRACT INFORMATION:
Contract For: General Construction

CHANGE ORDER INFORMATION:
Change Order Number: 001

OWNER: (Name and address)
Linn County, State of Iowa
935 Second Street SW
Cedar Rapids, IA 52404

ARCHITECT: (Name and address)
Novak Design Group, PLC
3801 River Ridge Drive NE
Cedar Rapids, IA 52402

CONTRACTOR: (Name and address)
Unzeitig Construction Company
1619 F Avenue NE
Cedar Rapids, IA 52402

Date: October 9, 2019
Date: June 1, 2020

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

The original Contract Sum was
$ 460,000.00

The net change by previously authorized Change Orders
$ 0.00

The Contract Sum prior to this Change Order was
$ 460,000.00

The Contract Sum will be increased by this Change Order in the amount of
$ 7,672.00

The new Contract Sum including this Change Order will be
$ 467,672.00

The Contract Time will be increased by Zero (0) days.
The new date of Substantial Completion will be

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

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

Novak Design Group, PLC
ARCHITECT

Unzeitig Construction Company
CONTRACTOR

Gary M Landhauser, Partner
PRINTED NAME AND TITLE

James D Unzeitig, President
PRINTED NAME AND TITLE

Linn County, State of Iowa
OWNER

June 1, 2020
DATE

DATE
May 27, 2020

Mr. Gary Landhauser  
Novak Design Group  
3801 River Ridge Drive NE  
Cedar Rapids, IA  52402

Re: Jean Oxley Public Services Center  
COR #1 Furnish 3 Fan Coil Units & 4 Balancing Valves  
See attached quote from Bowker Mechanical

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor</td>
<td>none</td>
</tr>
<tr>
<td>Material</td>
<td>none</td>
</tr>
<tr>
<td>Subcontract Bowker Mechanical</td>
<td>6,913.00</td>
</tr>
<tr>
<td>Fee</td>
<td>691.00</td>
</tr>
<tr>
<td>Bond</td>
<td>68.00</td>
</tr>
<tr>
<td><strong>Total Amount this Change, add:</strong></td>
<td><strong>$ 7,672.00</strong></td>
</tr>
</tbody>
</table>

UNZEITIG CONSTRUCTION COMPANY

James D. Unzeitig  
encl.
TO: MR. JIM UNZEITIG
FROM: ALEXANDER FREY

COMPANY: UNZEITIG CONSTRUCTION
DATE: MAY 21, 2020

RE: FAN COIL UNITS

PROJECT:
LINN COUNTY JEAN OXLEY PUBLIC SERVICE CENTER MAIN ENTRANCE RENOVATION CEDAR RAPIDS, IOWA

DESCRIPTION:
FURNISH FAN COIL UNITS
REVISION No. 000

MATERIAL: (NET ADD)
3  - Fan Coil Units - Daikin 5,531.00
4  - Balancing Valves - Griswold 480.00

LABOR: (NET ADD) $ 0.00
3  - Fan Coil Units - Daikin
4  - Balancing Valves - Griswold

SUBTOTAL $ 6,011.00
SALES TAX 0.00
OVERHEAD & FEE 901.65
SMALL TOOLS & CONSUMABLES 0.00
BMC COORDINATION/LAYOUT CHANGES (0 @ $110.45) 0.00
DISTRIBUTION/REPRODUCTIONS 0.00
SLEEVING/CORE-DRILLING/WALL PENETRATION 0.00
EQUIPMENT/OPERATOR 0.00
FREIGHT / MOBILIZATION / OFF-SITE STAGING 0.00
CRANE SERVICE / MATERIAL HANDLING / HOISTING 0.00
CONCRETE EQUIPMENT PAD 0.00
RENTAL EQUIPMENT 0.00
PERMITS 0.00
SUBCONTRACTORS: (NET ADD) INSULATION (TAYLOR) 0.00
OVERHEAD 0.00
OVERTIME/ACCELERATION COSTS 0.00
TOTAL $ 6,912.65

ALLOW _TO BE DETERMINED_ CALENDAR DAYS TIME EXTENSION TO COORDINATE AND IMPLEMENT THIS CHANGE; AFTER CHANGE ORDER IS RECEIVED.

PLEASE CALL WITH ANY QUESTIONS OR CONCERNS.