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 Vacancy Form requesting 2 part-time custodians for the Facilities Department

- Authorize Stacey Walker to sign, retroactive to June 25, 2019, a letter of support for the Intervention Collaborative for At-Risk Youth’s application for a Department of Justice Project Safe Neighborhoods grant.

**Reports**

**Resolutions**
- Appropriation of Fiscal Year 2020 budget by resolution
- Resolution suspending taxes for one (1) Linn County resident as they are unable to contribute to the public revenue by reason of age, infirmity or both.

- Resolution to approve Residential Parcel Split for Hoke Farms Inc. Fourth Addition, Case JPS19-0008
- Resolution to approve Land Preservation Parcel Split for Ipsan First Addition, Case JLPS18-0009
- Resolution to approve Land Preservation Parcel Split for Witter First Addition, Case JLPS19-0001

**Contract and Agreements**
- Approve and authorize Chair to sign an Assignment of Ground Lease by Tenant with Landlord Consent between Prospect Meadows, Inc., Linn County, and Cedar Rapids Bank and Trust Company pertaining to a ground lease for real property utilized by Prospect Meadows, Inc. for the development and operation of an outdoor baseball and softball facility.
Approve and authorize Chair to sign a renewal agreement between Linn County and SWANK Motion Pictures, INC. for the public performance exhibition of licensed movies in the juvenile detention center, effective September 1, 2019 through August 31, 2020 for an amount of $475.

Approve and authorize Chair to sign a contract for support services between Linn County Early Childhood Iowa Board (ECI) and Linn County effective July 1, 2019 through June 30, 2020. EIC agrees to pay actual expenses not to exceed $103,000.

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, 2019 through June 30, 2020.

Approve and authorize Chair to sign a Linn County Correctional Center Physicians’ Service Agreement between Linn County and local physicians effective July 1, 2019 through June 30, 2021 at a rate of $550 per visit to the physicians and $30,000 yearly to Mercy Medical Center for non-payer patients referred by Linn County Correctional Center.

Approve and authorize Chair to sign a Linn County Correctional Center Medical Director Service Agreement between Linn County and Robert Braksiek, M.D. effective July 1, 2019 through June 30, 2021 in the amount of $48,200 annually.

Approve and authorize Chair to sign JUV-19-CB-6-001, the Second Amendment to the 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.

Approve and authorize chair to sign the Re-Credentialing Documentation (Provider/Facility & Long-Term Services & Supports Provider Application) between County of Linn, Iowa dba: Options of Linn County and Amerigroup Iowa, Inc (Iowa’s Managed Care Organization) verifying information about Options of Linn County’s services, facility, licensure, and insurance.

Approve and authorize Chair to sign a purchase order #5556 for $709,597.22 to Pigott for furniture and installation in the Harris Building.

Licenses & Permits

Approve Application for Display Fireworks Permit for Dam Daze for a display at the North Linn High School on July 13, 2019 (July 14, 2019 rain date).

Approve Application for Display Fireworks Permit for Dave Hulshizer for a display at 2549 Janette Nehl Lane, Central City, on August 3, 2019 (August 10, 2019 rain date).

Approve Class C Liquor License for Ced-Rel Supper Club, 11909 Hwy 30 W, noting all conditions have been met.

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes
Discuss and decide on meeting minutes.

Set public hearing date and time of Monday July 8, 2019 at 10:00am to vacate all of Forest Grove Road right-of-way lying south of the southerly most E Berry Road right-of-way line located in section 28-83-6.

Presentation by NewBoCo for economic and community development funding consideration.
Presentation by the Cedar Rapids Museum of Art for economic and community development funding consideration.

Presentation by the Marion Public Library for economic and community development funding consideration.

Presentation by Feed Iowa First for economic and community development funding consideration.

Presentation by Springville Parks Board for economic and community development funding consideration.

Presentation by Cedar Valley Habitat for Humanity for economic and community development funding consideration.

Presentation by Brucemore for economic and community development funding consideration.

Presentation by the Catherine McAuley Center for economic and community development funding consideration.

Presentation by Eastern Iowa Airport for economic and community development funding

Conduct a public hearing on the proposed fiscal year 2019 budget amendment.

Discuss and decide on the fiscal year 2019 proposed budget amendment and adopt amended appropriations resolution.

Discuss and decide on proposal from RSM for financial system project implementation services.

Authorize notice of award of contract for the Linn County Community Services Building remodel 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

Closed Session
The Board of Supervisors will enter into closed session pursuant to Iowa Code Section 21.5(1)(j) to discuss the purchase or sale of real estate.

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.
VACANCY FORM

SELECT ONE:

☐ NEW POSITION

☐ REPLACEMENT

REPLACES: ______________________________

☐ EXISTING JOB CLASSIFICATION

JOB TITLE: PT20 CUSTODIAN

SHIFT/HOURS: 5 P.M. - 9 P.M.

DEPARTMENT: FACILITIES

NUMBER OF POSITIONS: 2

VACANCY DATE: JULY 1, 2019

NEW POSITION FUNDING SOURCE(S):

FACILITIES Budget Offer

REASON TO ADD NEW POSITION (if applicable):

☐ BUDGET OFFER

☐ GRANT FUNDING

☐ OTHER: ADDITIONAL HOURS FOR THE NEW HARRIS BLDG

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 20 # 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: JUN 18, 19

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: ______________________ STARTING SALARY: ______________________

HR DIRECTOR COMMENTS: ___________________________________________________

FINANCE/BUDGET DIRECTOR COMMENTS: ______________________________________

APPROVED BY: ______________________ DATE: JUN 20, 19

HUMAN RESOURCES DIRECTOR

APPROVED BY: ______________________ DATE: 6/20/19

FINANCE/BUDGET DIRECTOR

APPROVED BY: ______________________ DATE

CHAIRPERSON/BOARD OF SUPERVISORS
June 25, 2019

To Mr. Dennis Wiggins:

On behalf of the Linn County Board of Supervisors, I am pleased to endorse the application of the Intervention Collaborative for At-Risk Youth for a Department of Justice Project Safe Neighborhoods grant. The Intervention Collaborative for At-Risk Youth is an effort that brings together several respected community organizations in partnership with law enforcement agencies and governments to help stem the tide of youth violence in our community.

After having investigated youth violence, with an emphasis on youth gun violence, for several years in this community as the co-chair of the Safe, Equitable, and Thriving Communities Task Force (SET), it has become clear that having a meaningful and measurable impact on violence reduction requires a comprehensive approach with several community partners engaged in the work with ample investment provided by funders committed to being involved for the long-haul. While developing programming, securing community buy-in, and keeping collaborators at the table is the easier of the two aforementioned tasks, finding committed funders is often the critical piece that can determine the success or failure of such an endeavor.

The work of the SET Task Force brought together law enforcement officials, educators, social service professionals, elected officials and other community leaders for years of constructive dialogue and study on a most pressing question for our community: how do we prevent young people from killing one another? These were not easy conversations to have, but we knew they were necessary. The work culminated in a final report that outlined several priorities and recommendations, many of which address systemic and societal change.

The Greater Cedar Rapids Community Foundation has assumed responsibility for this work by managing two committees responsible for implementing these priorities and recommendations through allocating strategic grants to organizations committed to doing the work. However, the funding for this effort is not nearly enough and with summer approaching, after a year of increased incidents of gun violence among youth, our community is in dire need of more assistance.

For these reasons we have assembled another coalition of community stakeholders who are all genuinely interested in keeping our community safe and giving people a reason to be hopeful for a brighter future. We were encouraged by the Department of Corrections to apply for this funding and have received endorsements from the Chief of Police of Cedar Rapids and the Linn County Attorney’s office, along with top officials from the school district and social services agencies. We know that this one grant alone will not cure the ills of generations of social harm, but we do believe it will be another tool to address a most urgent situation – and in the process we may save a few lives.

We take our work and responsibilities seriously, and we know the task ahead will be hard. We know that it will take another generation to fully address youth violence, but our diverse and interdisciplinary group of leaders is ready and willing to step up to the plate and give it our best effort. We hope that your organization will find our resolve worthy of your support and investment.

Sincerely,

Stacey Walker
Chair, Linn County Board of Supervisors
LINN COUNTY
FISCAL YEAR 2020 BUDGET APPROPRIATIONS
RESOLUTION NO.: 

Expenditures cannot exceed the following fiscal year 2020 appropriations by organization:

| 01 | Board of Supervisors | $5,881,666 |
| 02 | Auditor              | 2,545,964  |
| 03 | Recorder             | 1,490,572  |
| 04 | Treasurer            | 3,415,874  |
| 05 | Attorney             | 4,591,433  |
| 06 | Information Technology | 3,385,874 |
| 07 | Planning & Development | 1,595,595 |
| 08 | Medical Examiner     | 667,300    |
| 09 | Risk Management      | 318,146    |
| 10 | Civil Service        | 23,644     |
| 11 | Human Resources      | 953,736    |
| 12 | Facilities           | 2,869,213  |
| 13 | Sheriff              | 25,170,896 |
| 14 | Capital Improvements | 35,459,345 |
| 15 | LIFTS                | 2,143,839  |
| 16 | Purchasing           | 469,644    |
| 17 | Board Buildings      | 1,123,082  |
| 20 | State Welfare        | 606,644    |
| 21 | Finance & Budget     | 606,137    |
| 23-25 | LCCS                | 21,859,113 |
| 26 | Veteran Affairs      | 616,727    |
| 27 | Court Expense        | 98,500     |
| 29 | Juvenile Justice     | 169,500    |
| 33 | Soil Conservation    | 188,590    |
| 34 | Conservation         | 9,412,569  |
| 35 | Engineering          | 18,061,069 |
| 36 | Public Health        | 6,734,535  |
| 86 | Debt Service         | 6,791,682  |
| Total |                     | $157,250,889 |

DATE: June 26, 2019
AYE: LINN COUNTY BOARD OF SUPERVISORS
NAY: 
ABSTAIN: 
ABSENT: 

__________________________________________
Chairperson

__________________________________________
Vice Chairperson

__________________________________________
Supervisor

Attest:

______________________________
Joel Miller, Linn County Auditor
RESOLUTION
PETITION for SUSPENSION of 2020 PROPERTY TAXES

WHEREAS, the Linn County Board of Supervisors is this day presented with the attached petitions for suspension of taxes and/or special assessments pursuant to Section 427.8 of the Code of Iowa and;

WHEREAS, the properties for which assessments against these Petitioners are made lie within Linn County and;

WHEREAS, these Petitioners are unable to contribute to the public revenue by reason of age, infirmity, or both.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Supervisors, Linn County, Iowa, this date met in lawful session that the attached petitions be approved for the following Petitioners, parcels, and tax years:

<table>
<thead>
<tr>
<th>PETITIONER</th>
<th>PARCEL #</th>
<th>TAX YEARS</th>
<th>Special #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Trachta, Thomas</td>
<td>14034-53005-00000</td>
<td>2019</td>
<td></td>
</tr>
<tr>
<td>Trachta, Thomas</td>
<td>14034-53005-00000</td>
<td>2020</td>
<td></td>
</tr>
</tbody>
</table>

The Linn County Treasurer is ordered to suspend the collection of taxes assessed against these Petitioners, their polls or estates, for the above parcels for the above tax years as indicated.

Dated at Cedar Rapids, Linn County, Iowa, this _____ day of ______________, 2019.

LINN COUNTY BOARD OF SUPERVISORS

__________________________
CHAIRPERSON

__________________________
SUPERVISOR

__________________________
SUPERVISOR
AYE:
NAY:
ABSTAIN:

ATTEST:

Joel Miller, Linn County Auditor

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, the foregoing resolution was duly adopted by a vote of ___ aye, ___ nay and ___ abstained from voting.

Joel Miller

Subscribed and sworn to before me by the aforesaid on this _____ day of _________________________, 2019

__________________________
NOTARY PUBLIC
STATE OF IOWA
LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # _____________________

APPROVING RESIDENTIAL PARCEL SPLIT

WHEREAS, a Residential Parcel Split of Hoke Farms Inc. Fourth Addition (Case # JPS19-0008) to Linn County, Iowa, containing one (1) lot, numbered lot 1, has been filed for approval, a subdivision of real estate located in the NENE 31-83-05 of Section 31, Township 83 North, Range 5 West of the 5th P.M., Linn County, Iowa, described as follows:

Commencing as a point of reference at the NE corner of said Section 31; thence S88°21' 33"W along the north line of said NE 1/4 NE 1/4, 646.43 feet to the Point of Beginning; thence S45°22'35"W, 358.20 feet; thence S33° 50'50"W, 79.04 feet; thence S08° 03'49"W, 299.51 feet; thence S-ly on an arc of 438.74 feet of a 1008.00-radius curve to the right, having a chord length of 435.28 feet bearing S20°53'29"W; thence S31°41'12"W, 278.15 feet; thence S30° 48'47"W, 159.75 feet; thence S59°11'13"E, 22.00 feet; thence S30°48'47"W, 333.70 feet to the north right of way line of W. Mount Vernon Road; thence N63°59'19"W along said north right of way line, 50.18 feet to the SE corner of Parcel A, Plat of Survey No. 2317; thence N30°48'47"W along the eas: line of said Parcel A, 497.67 feet; thence N31°41'21"E along said east line, 279.18 feet; thence N-ly along said east line on an arc of 426.47 feet of a 980.00-foot radius curve to the left, having a chord length of 423.11 feet bearing N20°53'38"E; thence N08°03'49"E along said east line, 299.42 feet; thence N00° 54'06"W along said east line, 60.11 feet; thence S89°05'52"W along said east line, 122.00 feet; thence N00°54'08"W along said east line, 493.73 feet; thence N87°55'56"E, 599.47 feet; thence S02°04'04"E, 116.25 feet; thence S45°22'35"W, 204.96 feet to the Point of Beginning, containing 6.29 acres.

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 April 17th, 2019 as last amended on MAY 20, 2019 have been addressed:

LINN COUNTY SECONDARY ROAD DEPARTMENT, 892-6400
1. Entrance permit required for new entrances and existing unpermitted entrances, Sec.11 and the Unified Development Code, Article IV, Sec. 107-72 § 2 (h)(5). All approved entrances shall be brought into conformance with County standards. One entrance per parcel is allowed.
2. Road agreement with conditions applicable to residential parcel split cases. County Standard Specifications, Section 1.
3. E-911 address sign is required to be located at driveway entrance.
4. Street designation signs and E-911 address signs to be applied for at Linn County Secondary Roads Department, 319-892-6400.

IOWA DEPARTMENT OF TRANSPORTATION
1. Not within the jurisdiction of the Iowa Department of Transportation.

LINN COUNTY PUBLIC HEALTH DEPARTMENT
No conditions to be met.
NATURAL RESOURCES CONSERVATION SERVICE
1. Show approximate location of natural drainage ways and a note restricting building within the natural drainage way should be shown on the final plat. Contact the NRCS office for widths and building restriction requirements.

LINN COUNTY CONSERVATION DEPARTMENT
No conditions to be met.

LINN COUNTY EMERGENCY MANAGEMENT
No conditions to be met.

LINN COUNTY PLANNING AND DEVELOPMENT – ZONING DIVISION
1. All side and rear yard setbacks must be met for all structures involved in this proposal.
2. Various revisions to the site plan and final plat.
3. Prior to approval of the final plat, the owner must sign an “Acceptance of Conditions” form. The “Acceptance of Conditions” form states that the owner understands and agrees to comply with the agreed upon conditions as stated in the staff report.
4. This plat lies within the 2-mile jurisdiction of the City of Mount Vernon. As per Chapter 354 of the Code of Iowa, a certified resolution by any municipality that has authority to review the plat to either approve the plat or waive its right to review must be provided.
5. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.
6. The remaining land of the parent parcels in the NE ¼ NE ¼ Sec 31-83-5 and SE ¼ NE ¼ Sec 31-83-5 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.
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 **MAY 20, 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 June 26th, 2020 to be valid.

   **Passed and approved this 26th day of June, 2019**

   Linn County Board of Supervisors

   ____________________________
   Chair

   ____________________________
   Vice Chair

   ____________________________
   Supervisor

   Aye:
   Nay:
   Abstain:
   Absent:
   Attest:

   ____________________________
   Joel Miller, Linn County Auditor
Linn County Board of Supervisors
Resolution # JPS19-0008
June 26th, 2019
Page 4 of 4

Linn County Engineer

__________________________________________
Brad Ketels, Engineer

State of Iowa )
              ) SS
County of Linn )

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

___ Aye ___ Nay ___ Abstain ___ Absent

__________________________________________
Joel Miller

Subscribed and sworn to before me by the aforesaid Joel Miller,

on this _____ day of ______________________, 2019.

__________________________________________
Notary Public State of Iowa
LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # ________________

APPROVING A LAND PRESERVATION PARCEL SPLIT

WHEREAS, a Land Preservation Parcel Split of IPSAN FIRST ADDITION (Case # JLP18-0009) 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 NENW, SE NW of Section 19, Township 83 North, Range 5 West of the 5th P.M., Linn County, Iowa, described as follows:

Beginning at the Center of said Section 19; thence S87°51'48"W along the south line of said SE 1/4 NW frl 1/4, 1320.08 feet to the SW corner of said SE 1/4 NW frl thence N00°57'46"W along the west line of said SE 1/4 NW frl 1/4 and along the west line of said NE 1/4 NW frl 1/4, 2381.11 feet to the SE corner of Lot 1, Engbretson First Addition; thence N00°25'44"W along the east line of said Lot 1, 258.86 feet to the south right-of-way line of Linn Ridge Road; thence E-ly along said south right-of-way line on an arc of 346.16 feet of a 2693.66-foot radius curve to the right, having a chord length of 345.92 feet, bearing S80°21'46"E; thence S76°40'51"E along said south right-of-way line, 176.43 feet; thence E-ly along said south right-of-way line on an arc of 223.77 feet of a 703.94-foot radius curve to the right, having a chord length of 222.83 feet, bearing S67°34'26"E; thence S58°28'01"E along said right-of-way, 31.50 feet; thence S04°01'08"W, 283.83 feet; thence S85°58'52"E, 123.70 feet; thence S02°24'08"W, 80.80 feet; thence S87°35'26"E, 107.30 feet; thence S02°23'57"W, 188.76 feet; thence N86°59'21"E, 385.19 feet to the east line of said NE 1/4 NW frl 1/4; thence S00°58'39"E along said east line and along the east line of said SE 1/4 NW frl 1/4, 1845.23 feet to the Point of Beginning containing 68.91 acres which includes 1.69 acres of road right of way.

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 it’s 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 September 19, 2018 as last amended on October 15, 2018 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 (h)(5). 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 Ballard Road adjacent to development shall be dedicated to the County for road purposes.
3. Road agreement for conditions applicable to land preservation 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 tested for coliform bacteria and nitrates and results submitted to this department.
(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 **OCTOBER 15, 2019** 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 **June 26, 2020** to be valid.

Passed and approved this 26th day of June, 2019.

Linn County Board of Supervisors

__________________________
Chair

__________________________
Vice Chair

__________________________
Supervisor
Linn County Board of Supervisors
Resolution # _________________
JLPS18-0009
June 26, 2019
Page 4 of 4

Aye:

Nay:

Abstain:

Absent:

Attest:

__________________________
Joel Miller, Linn County Auditor

____________________________________
Linn County Engineer

State of Iowa    )
     SS
County of Linn   )

__________________________
Brad Ketels, Engineer

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
Linn County Board of Supervisors

Resolution # ______________________

Approving a Land Preservation Parcel Split

Whereas, a Land Preservation Parcel Split of Witter First Addition (Case # JLPS19-0001) to Linn County, Iowa, containing four (4) lots, numbered lot 1, lettered lots A and B, and outlot A has been filed for approval, a subdivision of real estate located in the NWSW of Section 25, Township 84 North, Range 6 West of the 5th P.M., Linn County, Iowa have been addressed:

Beginning at the West Quarter corner of said Section 25; Thence N89°34'25" E along the North line of the NW 1/4 SW 1/4 of said Section 25, 1325.58 feet to the Northeast corner of the NW 1/4 SW 1/4 of said Section 25; Thence S01°02'52" E along the East line of the NW1/4 SW1/4 of said Section 25, 1324.94 feet to the Southeast corner of the NNV1/4 SW1/4 of said Section 25; Thence S89°31'58" W along the South line of the NW1/4 SW1/4 of said Section 25, 1325.77 feet to the Southwest corner of the NW1/4 SW1/4 of said Section 25; Thence N01°04'57" W along the West line of the NW1/4 SW1/4 of said Section 25, 199.08 feet to the Southwest corner of Lot 1, Robison's Second Addition to Linn County, Iowa; Thence N88°14'58" E along the South line of said Lot 1 507.93 feet to the Southeast corner of said Lot 1; Thence N01°03'00" W along the East line of said Lot 1, 157.00 feet to a Northeast corner of said Lot 1, Thence S88°18'15" W along a North line of said Lot 1, 186.72 feet; Thence N02°07'13" W along the East line of said Lot 237.24 feet to the Northeast corner of said Lot 1; Thence S88°56'44" W along the North line of said Lot 1, 316.98 feet to the Northwest corner of said Lot 1, Thence N01°04'57" W along the West line of the NW1/4 SW1/4 of said Section 251 728.53 feet to the point of beginning containing 36.77 acres more or less.

Subject to existing easements and restrictions of record.

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 December 19th, 2018 as last amended on January 22, 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 (h)(5). All approved entrances shall be brought into conformance with County standards. One entrance per parcel is allowed.
2. Dedication of road rights-of-way, County Standard Specifications, Section 5. 40' of right-of-way on Jordans Grove Road adjacent to development shall be dedicated to the County for road purposes.
3. Road agreement for conditions applicable to land preservation 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 should be tested for coliform bacteria and nitrates. New wells are provided a complimentary water test after drilling. The owner can collect the water test using required containers from LCPH.

**NATURAL RESOURCES CONSERVATION SERVICE**
1. Show approximate location of natural drainage ways and a note restricting building within the natural drainage way should be shown on the final plat. Contact the NRCS office for widths and building restriction requirements.
2. Clarify plans to address potential wetland area with NRCS.

**LINN COUNTY CONSERVATION DEPARTMENT**
No conditions to be met.

**LINN COUNTY EMERGENCY MANAGEMENT**
No conditions to be met.

**LINN COUNTY 911 COORDINATOR**
1. E-911 address sign is required to be located at driveway entrance.
2. Street designation signs and E-911 address signs to be applied for at Linn County Secondary Roads Department, 319-892-6400.

**LINN COUNTY PLANNING AND DEVELOPMENT – ZONING DIVISION**
1. A Certificate of Occupancy for the dwelling on Lot 1 must be issued before case JLPS19-0001 may be completed.
2. All side and rear yard setbacks must be met for all structures involved in this proposal.
3. Various revisions to the site plan and final plat.
4. 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.
5. This plat lies within the 2-mile jurisdiction of the City of Marion. As per Chapter 354 of the Code of Iowa, a certified resolution by any municipality that has authority to review the plat to either approve the plat or waive its right to review must be provided.
6. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.
7. Outlot A will require a Land Preservation Parcel Split deed restriction. As 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.
8. 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.
9. 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

10. Final plat bound copies must be approved by the Linn County Board of Supervisors on or before JANUARY 22, 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 June 26th, 2020 be valid.

Passed and approved this 26th day of June, 2019
Linn County Board of Supervisors

Resolution 

JLPS19-0001

June 26th, 2019

Page 4 of 5

Linn County Board of Supervisors

Chair

Vice Chair

Supervisor

Aye:

Nay:

Abstain:

Absent:

Attest:

Joel Miller, Linn County Auditor
State of Iowa  )
     ) SS
County of Linn  )

I, Joel Miller, County Auditor of Linn County, Iowa, and Clerk to the Board of Supervisors, 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
ASSIGNMENT OF GROUND LEASE BY TENANT
WITH LANDLORD CONSENT

This Assignment of Ground Lease by Tenant ("2019 Assignment") is made as of June ______, 2019, by and between PROSPECT MEADOWS, INC. ("Tenant"), LINN COUNTY, IOWA ("Landlord"), and CEDAR RAPIDS BANK AND TRUST COMPANY of Cedar Rapids, Iowa ("Bank").

WHEREAS, pursuant to that certain Amended Ground Lease – Unimproved Land dated June 25, 2018 ("Ground Lease"), Landlord, as the owner of the real property described on Exhibit A attached hereto ("Property"), leased to Tenant, the Property for the development and operation of certain improvements on the Property; and

WHEREAS, Bank previously provided Tenant a loan of $2,400,000.00 for the cost of various improvements on the Property ("2018 Loan"), which 2018 Loan is secured by, among other things, an Assignment of Ground Lease by Tenant with Landlord Consent dated June 28, 2018 and recorded on July 2, 2018 in Book 10141 at Page 583 of the records of the Linn County, Iowa Recorder ("2018 Assignment");

WHEREAS, at Tenant’s request, Bank has entered into a certain financing arrangement with Tenant pursuant to certain Loan Documents to provide Tenant a loan of $5,000,000.00 ("2019 Loan") to pay for various completed improvements on the Property, which 2019 Loan shall be secured by, among other things, Tenant's leasehold interest in the Property and Tenant's interest in all buildings, fixtures and improvements located on the Property, except for any water, gas, electric, sewer and other public utility lines serving the Property that are located outside of the buildings (collectively, the “Improvements”);

WHEREAS, Tenant desires to presently assign its rights in, to and under the Ground Lease and the Property to Bank as additional collateral for Tenant’s obligations to Bank under the 2019 Loan and all documents executed pursuant to the 2019 Loan (collectively, the “2019 Loan Documents”), and Bank has agreed to provide such 2019 Loan so long as, among other things, Landlord and Tenant enter into this 2019 Assignment.
NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned agree as follows:

1. **Representations Regarding Ground Lease.** To induce Bank to accept this 2019 Assignment, Landlord and Tenant represent and warrant to Bank that:

   a. Except as described on Exhibit B attached hereto, there have been no changes, modifications, alterations or amendments to the Ground Lease;

   b. Landlord and Tenant have each performed all of their respective obligations under the Ground Lease, and there exists no event of default or other occurrence which (with the passage of time or the giving of notice or both) would constitute an event of default by Tenant or Landlord under the Ground Lease;

   c. All rent and other payments required to be paid by Tenant under the Ground Lease as of the date of this 2019 Assignment have been paid in full;

   d. The Ground Lease constitutes the legal and valid obligations of Tenant and the Landlord, and is fully enforceable against both the Landlord and Tenant in accordance with its terms;

   e. Landlord’s and Tenant’s execution of this 2019 Assignment has been duly authorized;

   f. The Ground Lease is not presently subject to any defenses, counterclaims or setoffs of any kind in favor of any party;

   g. Except as described on Exhibit C attached hereto, this 2019 Assignment, the Property and the Lease Collateral are free and clear of any liens, security interests, encumbrances or claims of any type created by, through or under Tenant (except for the interest of Landlord and Tenant under the Ground Lease);

   h. Tenant will not approve assignments of the Ground Lease or sublets of the Property or substitutions of any tenant, whether or not permitted by the Ground Lease, without the prior written approval of Bank, which shall not be unreasonably withheld, conditioned, or delayed;

   i. Any borrowing by the Landlord secured by the Ground Lease or the Property shall be subordinate to this 2019 Assignment and to the rights of Tenant under the Ground Lease;

   j. Tenant will appear in and defend, at no cost to Bank, any action or proceeding with respect to the Ground Lease, the Property or Lease Collateral brought by any third party;

   k. If requested by Bank, Tenant will enforce the Ground Lease and all remedies available to Tenant against Landlord if Landlord defaults as provided in the Ground Lease; and Tenant will use its best efforts to promptly deliver to Bank, upon request, a signed estoppel certificate from Landlord as Bank requires, certifying that the Ground Lease is in full force and effect with no defaults on the part of any party as provided in the Ground Lease, that no rental has been paid
more than one month in advance and that such Landlord has no claim, counterclaim or offset against the full and timely performance of its obligations to Tenant under the Ground Lease.

2. **Lease Collateral.** As additional consideration for Tenant’s obligations to Bank under the 2019 Loan and the 2019 Loan Documents, Tenant hereby grants to Bank a security interest in all of Tenant’s interests in the Ground Lease, plus all modifications, renewals and extensions of the Ground Lease, any subleases, licenses and subsequent leases to use the Property, all guaranties and security for any of the foregoing, and all proceeds therefrom (including without limitation, any insurance proceeds, any security deposits, any condemnation proceeds, any rents or income, any late charges and any real or personal property tax rebates), whether now existing or hereafter arising. All of the foregoing are hereinafter referred to as the “Lease Collateral.” Notwithstanding the foregoing, Landlord’s right to receive condemnation proceeds, insurance proceeds and percentage rent from Tenant as provided under the terms of the Ground Lease shall not be subordinated to the Bank’s Leasehold Mortgage.

3. **Bank Demand for Payment.** If a default occurs under this 2019 Assignment or the 2019 Loan Documents, this 2019 Assignment will constitute a direction to and full authority to the Landlord to pay all amounts that may be due to Tenant under the Ground Lease exclusively to Bank without relying upon proof of the default. Tenant irrevocably authorizes the Landlord to rely upon and comply with any notice or demand by Bank for the payment to Bank of any amounts due or to become due under the Ground Lease. Tenant will have no claim and waives any claim against the Landlord for any amounts paid to Bank as provided in the demand or notice of Bank.

4. **No Liability of Bank.** Notwithstanding the assignment described above, Tenant (and not Bank) remains obligated to perform all of the obligations and covenants set forth in the Ground Lease; and agrees to fully and promptly perform all of Tenant’s obligations under the Ground Lease; and to comply with all applicable laws regarding the leasing, use, or ownership of the Property as may be in effect from time to time (including all municipal ordinances, building codes, zoning ordinances and the like). This 2019 Assignment will not operate to place responsibility on Bank for the control, care, operation, maintenance or repair of the Property or the Lease Collateral, or to make Bank responsible or liable for any waste committed on the Property by Tenant or any other person, for any dangerous or defective condition of the Property, for any hazardous waste or substance that has been, is now, or may in the future be, present on the Property or the Lease Collateral, or for any negligence in the management, upkeep, repair, replacement, maintenance or control of the Property or the Lease Collateral. Nothing provided in this 2019 Assignment, nor any collection of rents by Bank or by a receiver will be construed to make Bank a “mortgagee-in-possession” of the Property, so long as Bank has not elected in writing to take actual possession of the Property.

5. **Subordination.** The Parties agree that all documents executed pursuant to the 2019 Loan, including without limitation that certain Leasehold Mortgage, Security Agreement and Assignment of Rents shall be made expressly subject to the rights of Landlord under the Ground Lease, except as follows: Landlord covenants and agrees that, except for the encumbrances described on Exhibit C attached hereto, and for as long as the Ground Lease or the new ground lease described in Section 17 below is in effect, all of Landlord’s interest in the Lease Collateral, but not Landlord’s fee interest in and to the Property, is and shall be subject and subordinated to the Bank’s Leasehold Mortgage. In addition, Landlord covenants and agrees that all of Landlord’s rights and interest in and with respect to all rents, incomes and profits of and from the Improvements and all present and future leases thereof entered into by Tenant and its approved successors in interest (“Rents and Leases”), are and shall be subject and
subordinated to all rights and interest granted to Bank in and to the Rents and Leases. In the event of a default by Tenant under any of the provisions of the Ground Lease, Landlord shall provide written notice of such default to Bank, and Bank shall have the right, but not the obligation, to cure any such default or event of default in the same manner and under the same time frames as the Tenant may cure pursuant to the Ground Lease (but in no event shall Bank's cure period with respect to any such default or event of default be less than the time periods allowed to a mortgagee for monetary and non-monetary defaults or events of default under the Ground Lease). If prior to the expiration of the applicable grace period the Bank or its successors shall cure said default or give Landlord written notice that it shall cause the same to be cured per the terms of the Ground Lease and this 2019 Assignment, and shall immediately commence and proceed with all due diligence to do so, whether by performance on behalf of Tenant or by foreclosure or otherwise, then Landlord will not terminate or take any action to effect a termination of the Ground Lease, or re-enter, take possession of or relet the Property or otherwise enforce performance of the Ground Lease so long as: (1) the Bank or its successors is with all due diligence and in good faith engaged in the curing of said default, and (2) all Rent is paid current. Nothing herein shall preclude Landlord from terminating the Ground Lease with respect to any additional default which may occur during the aforesaid period of forbearance and is not remedied within the period of grace applicable to any such additional default, except that the Bank or its successors shall have the same right specified in this Section with respect to any such additional defaults, provided that Bank or Tenant is not in default of the terms of the Ground Lease. If Bank forecloses on Tenant's interest in the Ground Lease it may: A) become the tenant under the Ground Lease and assume all of the tenant's obligations under the Ground Lease that arise after the date Bank becomes tenant under the Ground Lease; or B) with Landlord’s prior written consent, assign the Ground Lease to a third party. Except as otherwise specifically provided in this 2019 Assignment, Bank may not assign the Ground Lease, sublease the Property, or contract with any third party other than Tenant for the operation of the Property without Landlord’s prior written consent.

6. **No Other Liens.** Except for the Permitted Encumbrances shown on Exhibit C attached hereto, Tenant and Landlord know of no other party who could claim an interest on or lien against the Ground Lease, the Property or the Lease Collateral (including any mortgages against the Property); and Tenant waives any claims against Bank based on marshalling of assets or any other equitable principle regarding Bank’s disposition of the Ground Lease or the Lease Collateral. Furthermore, Tenant agrees not to pledge, mortgage or assign the Ground Lease, the Property, or the Lease Collateral (or any part thereof) to any other party, or permit the Property and the Lease Collateral to be subject to any lien or claim for taxes (except for tax assessments being contested by appropriate proceedings in good faith and for which no final tax assessment or notice has yet been issued).

7. **Recognition; Easements.** Landlord agrees that if Bank or its nominee or any purchaser at any foreclosure sale obtains title to the Property and/or the Improvements, including, but not limited to, as a result of Bank’s foreclosure of its interest under the Leasehold Mortgage:

   a. Bank, its nominee, any purchaser in such foreclosure, and each of their respective successors and assigns, shall have and is hereby granted all of the rights and easements that Landlord has granted at any time and from time to time to Tenant under and/or in connection with the Ground Lease, including, but not limited to, rights and easements with respect to the use of common areas, parking, access and utilities;
b. Any and all such rights and easements granted to Bank, its nominee, any purchaser in such foreclosure, and each of their respective successors and assigns, shall be deemed and are easements for the benefit of the Property;

c. All such rights and easements shall run with the land binding upon, or for the benefit of, the Property, the Improvements or any portion thereof, and shall extend and inure to, and be binding upon, each of the parties hereto, and their respective successors and assigns, or holders of any other interest in the Property, the Improvements or any portion thereof; and

d. Landlord shall enter into and record against the Property any agreements, documents and instruments that Bank, its nominee any purchaser in such foreclosure or any of their respective successors and assigns, requires to memorialize the terms and provisions of this paragraph and the grant of such rights and easements.

8. **Modification of Ground Lease.** Landlord and Tenant acknowledge and agree that the Ground Lease shall not be materially amended or altered or intentionally or voluntarily terminated without the prior written consent of Bank.

9. **No Liability of Landlord.** Notwithstanding anything contained in the 2019 Loan Documents, the parties hereto acknowledge and agree that the Landlord shall not be liable for any of the Loan but is executing this 2019 Assignment solely for the accommodation of Tenant.

10. **Remedies Upon Tenant Default.** In the event of a default by Tenant under the 2019 Loan Documents or under this 2019 Assignment, all amounts otherwise payable to Tenant pertaining to the Ground Lease, the Property or Lease Collateral shall be solely payable to Bank; and any amounts received by Tenant pertaining to the Ground Lease, the Property or the Lease Collateral shall be held in trust by Tenant for the sole benefit of Bank, and shall be promptly delivered by Tenant to Bank in original form (and with such endorsements as Bank may request). Bank shall be entitled to exercise and enjoy all of the rights, remedies and powers granted to Tenant under the Ground Lease in Bank’s own name or in Tenant’s name without notice to or the consent of Tenant; all at Tenant’s expense. Bank may have a receiver appointed immediately without notice to Tenant, to take possession of the Property and the Lease Collateral and to collect, retain and apply any amounts due to Tenant under the Ground Lease, after deducting all charges and expenses of collection, to Tenant’s obligations under the 2019 Loan Documents under the direction of the court appointing the receiver. Tenant consents to the appointment of the particular person Bank designates as receiver. Bank and its receiver may cancel, assign or alter any existing lease to the extent provided for therein or at law; and Bank and its receiver will have the authority, as the attorney-in-fact of Tenant, such authority being coupled with an irrevocable interest, to sign the name of Tenant and to bind Tenant on all papers and documents with respect to the operation, leasing, repair, replacement and maintenance of the Property and the Lease Collateral. All of the foregoing rights and remedies of Bank set forth herein are cumulative, but nothing herein shall affect Landlord’s right to receive percentage rent from Tenant or its successors in interest as provided under the terms of the Ground Lease.

11. **Continuing Rights of Tenant.** Notwithstanding this 2019 Assignment, and provided there is no uncured default by Tenant, Tenant shall remain entitled to the benefits of the Ground Lease and shall continue to operate and manage the Property in accordance with the Ground Lease,
including without limitation the right to sell or sublease some or all of the Property in accordance with the terms of the Ground Lease, without Bank’s prior approval whether written or otherwise.

12. **Fees; Expenses.** Tenant shall promptly reimburse Bank for all costs and expenses (including reasonable attorneys’ fees) incurred by Bank in exercising any of its rights or remedies hereunder, and in protecting or exercising Bank’s and/or Tenant’s rights under the Ground Lease or regarding the Property and the Lease Collateral. All amounts payable by Tenant hereunder shall bear interest at the Default Rate or the highest rate permitted by law (whichever is lower) from its due date until paid without any formal demand for payment by Bank. Tenant further agrees to indemnify and hold Bank harmless from any and all claims, liabilities, costs, expenses, fines or penalties (including reasonable attorneys’ fees) assessed against Bank or incurred by Bank with respect to the Ground Lease, the Property, the Lease Collateral or any third party, except where caused solely by Bank’s willful misconduct or violation of law.

13. **Binding Effect.** This 2019 Assignment inures to the benefit of, and is binding upon, the successors, assigns and transferees of the parties hereto (whether by operation of law or by agreement). All rights of Bank under this 2019 Assignment may be assigned, pledged, mortgaged or transferred by Bank to any third party upon written notice to Tenant, and Landlord shall have the right to cure any such default or event of default in the same manner and under the same time frames as the Tenant may cure pursuant to the 2019 Loan Documents. In addition, Landlord shall give written notice to Bank of any default or event of default (howsoever such terms are defined) under the Ground Lease, and Bank shall have the right, but not the obligation, to cure any such default or event of default in the same manner and under the same time frames as the Tenant may cure pursuant to the Ground Lease (but in no event shall Bank’s cure period with respect to any such default or event of default be less than the time periods allowed to a mortgagee for monetary and non-monetary defaults or events of default under the Ground Lease). All notices required to be given under this 2019 Assignment shall be in writing and be served by Bank upon Landlord, or by Landlord upon Bank, as the case may be, by any one of the
following means: (i) by hand delivery; or (ii) forwarding through a nationally-recognized commercial delivery service or through registered or certified mail, postage prepaid, in which case three (3) business days after the time of depositing with the delivery service or mailing, as the case may be, shall be the time of notice.

Notice to Landlord shall be at:

Linn County, Iowa
935 2nd Street SW
Cedar Rapids, IA 52404
Attention: Finance and Budget

With a copy to:

Linn County Attorney, Civil Division
935 2nd Street SW
Cedar Rapids, IA
Attention: ______________

Notice to Bank shall be at:

Cedar Rapids Bank and Trust Company
Attn: Benjamin C. Weber
500 First Avenue NE, Suite 100
Cedar Rapids, IA 52406-0789

With a copy to:

Joseph E. Schmall
Bradley & Riley PC
2007 First Avenue SE
Cedar Rapids, IA 52406-2804

17. **New Ground Lease.** In the case of termination of the Ground Lease by reason of any default or event of default (howsoever such terms are defined) by Tenant, other than a default or event of default for Tenant’s failure to pay rent for which Bank received written notice as required by the Ground Lease and by Section 16 above, and failed to cure within the Bank’s applicable cure period, then, Landlord and Bank, or its designee or nominee shall enter into a new ground lease. The new lease shall have a term equal to the remainder of the term of the Ground Lease and shall contain all the covenants, conditions, limitations and agreements contained in the Ground Lease (including, without limitation, all rights and easements with respect to the use of common areas, parking, access and utilities granted by Landlord in connection with the Ground Lease) as therein established, it being the intention of the Parties to preserve the Ground Lease for the benefit of the Bank without interruption.

18. **Subordination of 2018 Assignment.** Notwithstanding anything to the contrary in the 2018 Assignment or this 2019 Assignment, the Parties agree that this 2019 Assignment shall be a first priority lien on the Tenant’s interest in the Ground Lease and Lease Collateral. Bank’s lien and rights to
the Ground Lease and Lease Collateral under this 2019 Assignment shall be superior to the Bank’s lien and rights to the Ground Lease and Lease Collateral under the 2018 Assignment notwithstanding the date, manner or order of perfection of the Bank’s security interest, lien or claim.

19. **Entire Agreement.** This 2019 Assignment constitutes the entire agreement of the parties, and its terms may not be waived or modified in any manner without the consent of all parties hereto. This 2019 Assignment shall be binding on the undersigned and their assigns and successors, however arising; and inures to the benefit of Bank and its assigns or successors. This 2019 Assignment may be executed in one or more counterparts, each of which may be deemed an original, and all of which together shall constitute one and the same instrument. If any provision of this 2019 Assignment or the application thereof to any person is held invalid or unenforceable for any reason, the other provisions of this 2019 Assignment and their application shall be unaffected thereby and shall remain in full force and effect.

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[SIGNATURES APPEAR ON FOLLOWING PAGES]
TENANT:
PROSPECT MEADOWS, INC.,
An Iowa nonprofit corporation

By:______________________________________

STATE OF IOWA )
) ss:
COUNTY OF LINN )

On this ______ day of June, 2019, before me, the undersigned Notary Public in said County and State, personally appeared ______________________, and executed the above as the ______________________ of Prospect Meadows, Inc., an Iowa nonprofit corporation.

______________________________________
Notary Public in and for said State
LANDLORD:
LINN COUNTY, IOWA

By: ______________________________

STATE OF IOWA  )
  ) ss:
COUNTY OF LINN  )

The above instrument was signed before me on this _____ day of June, 2019, by ______________________, as the ________________ of Linn County, Iowa.

______________________________
Notary Public in and for said State
CEDAR RAPIDS BANK AND TRUST COMPANY

By:________________________________________

STATE OF IOWA )
 ) ss.
COUNTY OF LINN )

The above instrument was signed before me on this _____ day of June, 2019, by
________________________________________ as ________________________________ of CEDAR RAPIDS
BANK AND TRUST COMPANY.

________________________________________
Notary Public in and for the State of Iowa
EXHIBIT “A”
Legal Description – Leased Premises

PART OF THE NORTHEAST QUARTER, SECTION 16, TOWNSHIP 84 NORTH, RANGE 6
WEST OF THE 5TH PRINCIPAL MERIDIAN, LINN COUNTY, IOWA DESCRIBED AS
FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 16; THENCE
S1°21'00"E 60.00 FEET ALONG THE EAST LINE OF SAID NORTHEAST QUARTER TO THE
SOUTH RIGHT OF WAY OF COUNTY HOME ROAD TO THE POINT OF BEGINNING;
THENCE CONTINUING S1°21'00"E 2590.38 FEET ALONG SAID EAST LINE TO THE EAST
QUARTER CORNER OF SAID SECTION 16; THENCE S88°21'40"W 2547.23 FEET ALONG
THE SOUTH LINE OF SAID NORTHEAST QUARTER TO THE EASTERLY RIGHT OF WAY
OF HIGHWAY NO. 13; THENCE N1°04'35"W 1580.57 FEET ALONG SAID EASTERLY
RIGHT OF WAY; THENCE N50°05'33"E 57.24 FEET; THENCE N3°28'50"E 115.50 FEET;
THENCE N87°46'13"E 420.10 FEET; THENCE N17°21'46"E 163.95 FEET; THENCE
N4°04'01"E 109.90 FEET; THENCE S82°38'54"E 42.94 FEET; THENCE S33°43'22"E 152.78
FEET; THENCE S65°13'41"E 304.82 FEET; THENCE N57°50'09"E 396.43 FEET; THENCE
N52°23'45"E 194.51 FEET; THENCE N0°18'02"W 543.43 FEET TO SAID SOUTH RIGHT OF
WAY; THENCE N88°10'36"E 1096.97 FEET ALONG SAID SOUTH RIGHT OF WAY TO THE
POINT OF BEGINNING.

SAID PARCEL CONTAINS 125.53 ACRES, SUBJECT TO EASEMENTS AND RESTRICTIONS
OF RECORD.
EXHIBIT “B”

Changes, Modifications and Amendments to Ground Lease

None
EXHIBIT “C”
Encumbrances

1. Assignment of Ground Lease by Tenant with Landlord Consent dated June 28, 2018 and recorded on July 2, 2018 in Book 10141 at Page 583 of the records of the Linn County Iowa Recorder.
SWANK MOTION PICTURES, INC.
PUBLIC PERFORMANCE LICENSING AGREEMENT
FOR CORRECTIONAL INSTITUTIONS

This AGREEMENT is made on this 13th day of June 2019, between LINN COUNTY JUVENILE DETENTION CENTER ("Licensee" herein) and SWANK MOTION PICTURES, INC. ("Swank" herein), a Missouri corporation.

1. Subject Matter and Term of Agreement

A. Swank is an authorized distributor of copyrighted motion pictures ("DVDs" herein) for non-theatrical public performances. Swank desires to license Licensee for public performance exhibition. Licensee desires to exhibit movies licensed from Swank on the terms and conditions set forth herein.

B. The term of this Agreement shall commence on September 1, 2019 and continue through August 31, 2020, after which day it shall expire unless renewed or renegotiated by mutual agreement of the parties.

2. License

Producers listed are those supplying titles at the time of this printing.

During the term of this contract, Swank shall license Licensee for public performance in its facility on the terms and conditions set forth herein. New facilities added during the term of this contract will require an amendment agreed to in writing by both parties. During the contract period, Licensee may exhibit DVD for showings only at its location(s) listed in Exhibit A. Licensee shall be entitled to choose from Swank’s current and future list of available movies for public performance purposes which includes titles distributed by Paramount Pictures, Warner Bros, Bleecker Street, Fine Line Features, Lorimar Productions, New Line Cinema, Picturehouse, RKO Films, The Ladd Company, Turner Pictures, Warner Independent Pictures, Warner Premier, A24 Films, STX Entertainment, MGM/UA, American International, Orion, United Artists, Lions Gate Films, Trimark, Sony Pictures, Columbia Pictures, Epic Productions, Tristar Pictures, Triumph Films, Paramount Vantage, NBC Universal Pictures, Polygram, Focus Features, Gramercy, October Films, USA Films, Summit Entertainment, Lantern Entertainment, Buena Vista Distribution, Hollywood Pictures, Miramax, Touchstone Pictures and Walt Disney Pictures. Rentals and or purchases of titles covered by this Agreement are at the expense of the Licensee.

3. Terms

In consideration of the License, LINN COUNTY JUVENILE DETENTION CENTER shall pay Swank a License Fee of $475.00 payable in one installment upon receipt of invoice.

4. Payment

Invoice is due and payable upon receipt.

5. Advertising

These motion pictures are specifically licensed for non-theatrical showings only. Promotion or advertising outside the Facility is strictly prohibited.

6. Warranties

Swank warrants that:

Swank is authorized by the copyright owners of the titles distributed by Swank to license to others for non-theatrical public performance purposes.
7. **Notices**

All notices to be given hereunder shall be in writing or delivered personally or mailed by pre-paid certified or registered mail (return receipt requested) as follows:

If to Swank:

SWANK MOTION PICTURES, INC.
10795 Watson Road
St. Louis, Missouri 63127-1012
Attn: John Kersting
Institution Sales Manager

If to Licensee:

LINN COUNTY JUVENILE DETENTION CENTER
800 Walford Road Southwest
Cedar Rapids, IA. 52404
Attn: Mrs. Dawn Schott
Director

or to such other addresses as the parties shall specify, or by written notice so given, and shall be deemed to be given as of the date so delivered or mailed.

8. **Applicable Law**

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

EXECUTED on the day and year first above written.

SWANK MOTION PICTURES, INC.

By_________________________

John Kersting
Institution Sales Manager

LINN COUNTY JUVENILE DETENTION CENTER

By_________________________

Name_____________________

Title_____________________

**EXHIBIT A**

**LOCATION:**

LINN COUNTY JUVENILE DETENTION CENTER

Cedar Rapids, IA. 52404
This Agreement is between the Linn County Early Childhood Iowa (ECI) Board and the Linn County Board of Supervisors on behalf of Linn County Community Services to support Linn County ECI staff and ECI Board Operations.

SECTION 1. IDENTITY OF THE PARTIES.

1.1 The Linn County Early Childhood Iowa BOARD (“BOARD”) is authorized to enter into this Contract. The BOARD’s address is: Linn County Community Services Building, 1240 26th Avenue Court SW, Cedar Rapids, IA 52404  
Contact Person: Karen Lewis, Linn County ECI Board Chair  Phone: #319-892-5721

1.2 Linn County BOARD of Supervisors (“CONTRACTOR”) is organized under the laws of the state of Iowa and authorized to do business in the state of Iowa. The CONTRACTOR’s address is: 935 2nd Street SW, Cedar Rapids IA 52404

SECTION 2. DURATION OF CONTRACT.

The term of this contract shall be July 1, 2019 through June 30, 2020 unless terminated earlier in accordance with the Termination section of this Contract.

SECTION 3. SCOPE OF SERVICES.

3.1 Deliverables. The CONTRACTOR agrees to:

3.1.1 Serve as Employer of Record of designated ECI staff at the FTE level in the approved ECI budgets.

3.1.2 Have LCCS Executive Director meet regularly with ECI Director to ensure required ECI responsibilities are met which include but is not limited to:
   a. Meet ECI legislative requirements in the Iowa Administrative Code.
   b. Convene and facilitate BOARD meetings per By-Laws.
   c. Convene and facilitate Linn County ECI Committee meetings per By-Laws.
   d. Convene and/or attend relevant community collaboration meetings.
   e. Attend Early Childhood Iowa statewide and regional Director meetings.
   f. Provide fiscal and program performance monitoring of contracts.
   g. Ensure BOARD membership compliance with Iowa Administrative Code.
   h. Participate in professional development activities related to job duties.
   i. Maintain State designation as an Early Childhood Iowa area.
   j. Ensure ECI Director provides supervision of Grant Coordinator.
   k. Maintain updated Linn County ECI website.
   l. ECI Staff prepares and submits required ECI reports and documents by the deadlines.

3.2 Outputs and Performance Measures of designated ECI Staff:

3.2.1 Convene up to eight (8) local ECI BOARD meetings each FY.
3.2.2 Update the ECI Community Plan by state-defined timelines.
3.2.3 Director or designated representative will attend at least 75% of Early Childhood Iowa statewide or regional Director meetings.
3.2.4 100% of required State ECI documents/reports are submitted by the deadline.
3.2.5 33% of ECI-funded programs have an on-site contract compliance site visit each FY.
3.2.6 Meet requirements to maintain state designation as an Early Childhood Iowa BOARD.
3.3 Monitor and Review Clause

3.3.1 Progress Report Requirements
Submit approved ECI Annual Report to the State ECI Office prior to the annual due date which historically has been September 15th.

3.4 Fiscal Requirements of CONTRACTOR

Claims: The State fiscal year ends June 30th and all CONTRACTOR claims for expenses incurred in the contract period must be submitted no later than July 19th. Expenses can only be submitted for services provided or products delivered by the June 30th end date of the fiscal year. Reimbursement requests submitted more than 20 days after the end of the state fiscal year (June 30th) or the contract period will be denied.

Budget Revisions: Changes to the budget, including personnel changes, must be communicated in writing to the Linn County ECI BOARD.

Cost Allocation: Appropriately assign costs across funding sources.

3.5 Non-Exclusive Rights.
This Contract is not exclusive. The BOARD reserves the right to select other CONTRACTORs to provide services similar or identical to the Scope of Services described in this Contract during the term of this Contract.

SECTION 4. COMPENSATION.

4.1 Funding Sources
Early Childhood Iowa Administrative Allocation and Carry Forward
Early Childhood Iowa School Ready Quality Improvement
Linn County Community Services Tax $ Support & Surplus

Payment
ECI BOARD will provide Linn County ECI funds to CONTRACTOR for actual expenses, not to exceed $103,000 toward purchase of:

- **ECI Staff expenses**: Salary, benefits, travel, professional development, office equipment, consumable office supplies, postage, copies, phone.
- **ECI BOARD expenses**: Liability Insurance, AUP financial review, Early Childhood Needs Assessment, BOARD Operations, Survey Monkey, and Marketing items listed in the approved ECI Administrative Budget.

The CONTRACTOR will provide the balance of funds needed for ECI Staff and BOARD Expenses in an amount that does not exceed previously approved Tax Support $ request and LCCS Surplus $.

4.2 Payment Clause.
Reimbursement of expenses will be commensurate with CONTRACTOR’s ECI designated staff ability to meet the Scope of Services and Progress Report Measures. Failure to meet Section 3.0 may result in a financial penalty to the CONTRACTOR. Failure by the CONTRACTOR’s ECI designated staff to collect and report the Required State data, and whose failure then results in a financial loss to the BOARD, will be required to payback a commensurate amount of funding to the BOARD.
4.3 Delay of Payment Due to CONTRACTOR’s Failure.
If the BOARD in good faith determines that the CONTRACTOR’s ECI designated staff has failed to perform or deliver any service or product or report as required by this Contract, the CONTRACTOR shall not be entitled to any compensation under this Contract until such service or product is performed or delivered. In this event, the BOARD may withhold that portion of the CONTRACTOR’s compensation, which represents payment for service or product that was not performed or delivered.

SECTION 5. TERMINATION

5.1 Termination for Cause.
The occurrence of any one or more of the following events shall constitute cause for the BOARD to declare the CONTRACTOR in default of its obligations under this Contract.

5.1.1 The CONTRACTOR fails to perform, to the BOARD’s satisfaction, any material requirement of this Contract or is in violation of a material provision of this Contract, including, but without limitation, the express warranties made by the CONTRACTOR;

5.1.2 The BOARD determines that satisfactory performance of this Contract is substantially endangered or that a default is likely to occur;

5.1.3 The CONTRACTOR fails to make substantial and timely progress toward performance of the Contract;

5.1.4 The CONTRACTOR becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the CONTRACTOR terminates or suspends its business; or the BOARD reasonably believes that the CONTRACTOR has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

5.1.5 The CONTRACTOR has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of this Contract; or

5.1.6 The CONTRACTOR has engaged in conduct that has or may expose the State or the BOARD to liability, as determined in the BOARD’s sole discretion.

5.1.7 The CONTRACTOR has infringed any patent, trademark, copyright, trade dress or any other intellectual property right.

5.1.8 The CONTRACTOR fails to comply with any provision of Iowa Code chapter 8F.

5.2 Notice of Default.
If there is a default event caused by the CONTRACTOR, the BOARD shall provide written notice to the CONTRACTOR requesting that the breach or noncompliance be remedied within the period of time specified in the BOARD’s written notice to the CONTRACTOR. If the breach or noncompliance is not remedied by the date of the written notice, the BOARD may either:

5.2.1 Immediately terminate the Contract without additional written notice; or

5.2.2 Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

5.3 Termination Upon Notice.
Following 15 days’ written notice, the BOARD may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the CONTRACTOR. Following termination upon notice, the CONTRACTOR shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Contract to the BOARD up to and including the date of termination.
5.4 Termination Due to Lack of Funds or Change in Law.
The BOARD shall have the right to terminate this Contract without penalty by giving fifteen (15) days’ written notice to the CONTRACTOR as a result of any of the following:
5.4.1 Adequate funds are not appropriated or granted to allow the BOARD to operate as required and to fulfill its obligations under this Contract;
5.4.2 Funds are de-appropriated or not allocated or if funds needed by the BOARD, at the BOARD’s sole discretion, are insufficient for any reason;
5.4.3 The BOARD’s authorization to operate is withdrawn or there is a material alteration in the programs administered by the BOARD;
5.4.4 The BOARD’s duties are substantially modified.

5.5 Remedies of the CONTRACTOR in Event of Termination by the BOARD
In the event of termination of this Contract for any reason by the BOARD, the BOARD shall pay only those amounts, if any, due and owing to the CONTRACTOR for services actually rendered up to and including the date of termination of the Contract and for which the BOARD is obligated to pay pursuant to this Contract. Payment will be made only upon submission of invoices and proper proof of the CONTRACTOR’s claim. This provision in no way limits the remedies available to the BOARD under this Contract in the event of termination. However, the BOARD shall not be liable for any of the following costs:
5.5.1 The payment of unemployment compensation to the CONTRACTOR’s employees;
5.5.2 The payment of workers’ compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates;
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;
5.5.4 Any taxes that may be owed by the CONTRACTOR in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

5.6 The CONTRACTOR’s Termination or Non-Renewal Duties.
The CONTRACTOR upon receipt of notice of termination or upon request of the BOARD, shall:
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 date of notice of termination/non-renewal, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the BOARD may require.
5.6.2 Immediately cease using and return to the BOARD any personal or intellectual property, supplies, materials, whether tangible or intangible, provided by the BOARD or through BOARD funds, to the CONTRACTOR.
5.6.3 Comply with the BOARD’s instructions for the timely transfer of any active files and work product produced by the CONTRACTOR under this Contract.
5.6.4 Cooperate in good faith with the BOARD, its employees, agents and CONTRACTORs during the transition period between the notification of termination/non-renewal and the substitution of any replacement CONTRACTOR.
5.6.5 Immediately return to the BOARD any payments made by the BOARD for services that were not rendered by the CONTRACTOR.

5.7 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 BOARD will not have any obligations with respect thereto.

SECTION 6. CONFIDENTIAL INFORMATION.
No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the BOARD, either during the period of the Contract or thereafter. Any data supplied to or created by the CONTRACTOR shall be considered the property of the BOARD. The CONTRACTOR must return any and all data collected, maintained, created or used in the course of the performance of the Contract in whatever form it is maintained promptly at the request of the BOARD.

SECTION 7. INDEMNIFICATION.
The CONTRACTOR agrees to indemnify and hold harmless the BOARD, its officers, employees and agents appointed and elected and volunteers from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including the costs and expenses and reasonable attorneys’ fees of other counsel required to defend the BOARD, related to or arising from:

7.1.1 Any breach of this Contract;
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;
7.1.3 The CONTRACTOR’s performance or attempted performance of this Contract, including any agent or subcontractor utilized or employed by the CONTRACTOR;
7.1.4 Any failure by the CONTRACTOR to comply with the compliance with the Law provision of this Contract;
7.1.5 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;
7.1.6 Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or
7.1.7 Any failure by the CONTRACTOR to adhere to the confidentiality provisions of this Contract.
7.1.8 Indemnification obligation of the parties shall survive termination of this Contract.

SECTION 8. INSURANCE.
Insurance Requirements.
The CONTRACTOR shall provide proof of its self-insurance status upon request.

SECTION 9. INTELLECTUAL PROPERTY, PATENT AND COPYRIGHT.
The BOARD shall own all work products developed or furnished in connection with the Contract by the CONTRACTOR or any subcontractor (the “Work Product”). All applicable rights to patents, copyrights, trademarks, trade secrets and other property rights in the Work Product shall be the property of the BOARD.

SECTION 10. CONTRACT ADMINISTRATION.
10.1 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 of Iowa or any agency, division or BOARD of the state. Neither the CONTRACTOR nor its employees shall be considered employees of the
The BOARD or the State of Iowa for federal or state tax purposes. The BOARD will not withhold taxes on behalf of the CONTRACTOR (unless required by law).

10.2 Compliance with the Law.
The CONTRACTOR, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Contract, including without limitation, all laws that pertain to the prevention of discrimination in employment, equal employment opportunity and affirmative action, and the use of targeted small businesses as subcontractors or suppliers. The CONTRACTOR may be required to provide a copy of its affirmative action plan, containing goals and time specifications. Failure to comply with this provision may cause this contract to be cancelled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for future state contracts or be subject to other sanctions as provided by law or rule. The CONTRACTOR, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under this Contract.

10.3 Amendments.
This Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to this Contract must be in writing and fully executed by the parties.

10.4 Authorization.
Each party to this Contract represents and warrants to the other parties that:

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

10.6.2 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.

10.5 Record Retention and Access.
The CONTRACTORs designated ECI staff shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the BOARD throughout the term of this Contract for a period of at least five (5) years following the date of final payment or completion of any required audit. Records to be maintained include both financial records and service records. The CONTRACTOR shall permit the Auditor of the State of Iowa or any 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 BOARD reserves the right to address the BOARD or other managing entity regarding performance and expenditures. Based on the audit findings, the BOARD reserves the right to address the BOARD or other managing entity regarding performance and expenditures.

10.6 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusions
The CONTRACTOR certifies that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal BOARD or agency.
10.8 Restrictions on Use of Funds
The CONTRACTOR shall comply with all certification and disclosure requirements prescribed by 31 U.S.C. Section 1352 and any implementing regulations and shall be responsible for ensuring that any subcontractor fully complies with all certification and disclosure requirements.

10.9 Tobacco Smoke Prohibited/Pro-Children Act of 1994.
10.9.1 Public Law 103-227, also known as the Pro-Children Act of 1994 (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, early childhood development services, funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. 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 WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.

10.9.2 The CONTRACTOR certifies that it and its subcontractors will comply with the requirements of the Pro-Children Act of 1994 and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

10.10 Conflict of Interest
No relationship exists or will exist during the contract period between the CONTRACTOR and the BOARD that is a conflict of interest.

10.11 Audits.
In accordance with Board Policy an audit or financial review of the CONTRACTOR conducted by an independent agency, is required. A copy of the audit or financial review must be submitted to the Linn Co Early Childhood Iowa office annually.

10.12 Drug Free Work Place.
The CONTRACTOR shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988 and all applicable regulations.

10.13 Right to Address the BOARD of Directors or Other Managing Entity
The BOARD reserves the right to address the BOARD of directors or other managing entity of the CONTRACTOR regarding performance, expenditures and any other issue as appropriate. The BOARD determines appropriateness.

10.14 Repayment Obligation
In the event that any state 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 BOARD 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.
SECTION 11. EXECUTION.

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

Linn County BOARD of Supervisors

________________________________________  Date: __________________________

Signature

Name: Stacey Walker  Title: Board of Supervisors, Chairperson

Linn County Early Childhood Iowa BOARD

________________________________________  Date: __________________________

Signature of Chair

Name: Karen Lewis  Title: FY 20 ECI Board, Chairperson
Linn County Early Childhood Iowa FY 20-21 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 of $1,143,077.00 for School Ready Children Services, and a grant of state funds of $404,340.00 for an Early Childhood Program (hereinafter referred to jointly as EARLY CHILDHOOD IOWA funds) for state fiscal year 2020.

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, 2019. 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
      Comparable information on Program’s Local Match requirements
      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) Assist with “ECI Funding 101” tutorial for incoming Board Treasurer upon request. The tutorial will include, but not be limited to, a review of claims process and forms and the process by which the fiscal agent prepares the Monthly Control sheet.
   d) 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.
   e) Provide Advance payment to Programs only when directed by the Board.
   f) Assist ECI staff with all relevant aspects of the Agreed-Upon-Procedures process.
   g) 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

Stacey Walker
Linn County Board of Supervisors Chairperson

Date

Linn County Early Childhood Iowa Board

Signature

Karen Lewis
Linn County ECI Board FY 20 Chairperson

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
LINN COUNTY CORRECTIONAL CENTER
PHYSICIANS’ SERVICE AGREEMENT

This Agreement entered into this 13th day of June , 2019, between Linn County, Iowa, (hereinafter referred to as "County") and local physician independent contractors named below, (hereinafter referred to as "Physicians" and as Physician individually).

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

I. PHYSICIANS AGREE TO:

1. Examine, evaluate and provide appropriate medical treatment to all patients referred by Linn County Correctional Center staff due to illness or injury. Examination and treatment will be performed at the Linn County Correctional Center twice per week for a duration of not more than 2 hours per visit, unless deemed necessary by the Physician.

2. Refer patients to local hospitals and specialists for additional services as deemed necessary by the Physicians and/or staff of Linn County Correctional Facility.

3. Consultation by Correctional Center staff at their workplace at Mercy Medical Center in Cedar Rapids, Iowa, by cell phone, or at their respective residences pursuant to guidelines mutually agreeable to the Physician and the Linn County Correctional Center staff.

II. COUNTY AGREES TO:

1. Compensate Physicians individually, on a monthly basis, for medical services rendered pursuant to this Agreement at the rate of $550.00 dollars per visit beginning July 1, 2019, for a period of 2 year/s ending June 30, 2021. Payment will be made to Physicians according to the number of visits for the preceding month. The above compensation is provided solely for the time, expertise and care provided by the Physicians for patients seen at the Linn County Correctional Facility.

Compensate Emergency Medicine PC for medical care provided at Mercy Medical Center to non-payer patients referred by the Linn County Correctional Center. Payment shall be made for services rendered at the close of each contract year in the amount of $30,000.00.
Compensate Physicians at the rate of $300, per hour for testifying, pursuant to subpoena issued by Linn County, regarding treatment provided to patients under this Agreement. Compensation will be allowed for reasonable preparation, time spent in court or deposition and will include waiting time in the courthouse immediately prior to the court room appearance(s).

2. Provide instruments and supplies necessary for the routine treatment of common diseases and injuries of Linn County Correctional Center inmates including a well maintained examination room, examination table, stethoscopes, sphygmomanometer, otoscope and fundoscope.

3. Transport by Linn County Sheriff’s Office personnel patients to be examined at Mercy Medical Center pursuant to this Agreement.

4. To exercise due caution in protecting the safety and security of Physicians’ personnel and property during examinations and treatment performed at Linn County Correctional Facility and at Mercy Medical Center pursuant to this Agreement.

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

III. ADMINISTRATION:

1. The scope of medical services to be rendered by Physicians pursuant to this Agreement shall be examination, evaluation and treatment of illness or injury of patients referred to Physicians to the extent that hospitalization is not required: for minor surgical procedures performed in Linn County Correctional Facility; for medical supplies incident to such examination and treatment; and for the preparation of patient care reports and summaries of medical care provided and provision of same to the Linn County Sheriff.

2. This Agreement covers only care rendered by Physicians and those designated by Physicians as substituting for Physicians. This Agreement does not cover hospital care or care by any specialist to whom the patient may be referred, the cost of which will be paid by the County, another party, or the inmate.
3. Services not provided under this Agreement include routine patient physical and mental screening, incidental exams and miscellaneous health related services which will be performed by Linn County Correctional Center health care officials. The writing, implementation, supervision and enforcement of policies and procedures regarding inmate patient health is the sole responsibility of the Linn County Sheriff. Specifically, dietary policy for specific inmates will ultimately be the responsibility of the County. Physicians are not responsible for setting policy for requiring specific diets for specific inmates except as medically necessary in the avoidance of specifically documented food allergies.

The responsibility for obtaining follow-up medical care of an inmate for any condition evaluated or treatment rendered by Physicians shall be the responsibility of the County. The County agrees to indemnify and hold harmless, Physicians and those designated by Physicians as substituting Physicians, from any liability relative to health care delivered or not delivered by Linn County Correctional Center personnel unless:

a. Linn County Correctional Center staff acted under the direction of or in accordance with specific orders of Physicians’ personnel or their substitute; or

b. Linn County Correctional Center staff had consulted with Physicians’ personnel or their substitute within a reasonable time prior to the delivery or non-delivery of health care; or

c. Linn County Correctional Center staff acted in accordance with treatment protocols or instruction of Physicians’ personnel or their substitute.

4. This Agreement recognizes that Physicians are independent contractors and Physicians’ personnel will not be considered employees of Linn County, Iowa, or the Linn County Sheriff, for any purpose. Physicians shall have no authority over Linn County Correctional Center health care officials. The existence and content of all policies and procedures for delivery of health care at the Linn County Correctional Center as well as the supervision and compliance with said policies and procedures shall be the responsibility of the Linn County Sheriff. Physicians shall review and suggest modifications to such policies and procedures.

5. Physicians will provide medical liability and malpractice insurance in amounts to be determined by Physicians, and will indicate in such insurance documents that Physicians provide medical services to Linn
County Correctional Center inmates both at Physicians’ office and at the Linn County Correctional Center.

IV. TERM OF THIS AGREEMENT:

1. This agreement shall commence on __July 1______, 2019, and shall be in effect until __June 30______, 2021. Contract may be renewable thereafter until further notice on both parties Agreement and conditions remain the same.

2. This Agreement may be terminated by either party without cause on ninety (90) days written notice.

IN WITNESS WHEREOF, the parties hereto have set their hands for the purposes herein expressed to this instrument, as of the __13th__ day of __June__, 2019.

CONTRACTING PHYSICIANS:

LINN COUNTY, IOWA

PROVIDING CARE AT THE LINN COUNTY CORRECTIONAL CENTER

Stacey Walker
Chairperson
Linn County Board of Supervisors

Robert Braksiek, M.D.
Date

Brian Gardner
Date
Linn County Sheriff

PHYSICIAN SERVICE AGRM
LINN COUNTY CORRECTIONAL CENTER
MEDICAL DIRECTOR SERVICE AGREEMENT

This Agreement entered into this ___13th___ day of __June________, 2019, between Linn County, Iowa, (hereinafter referred to as "County") and Robert Braskieek, M.D., a doctor of medicine and surgery licensed in the State of Iowa and duly appointed Medical Director of the Linn County Correctional 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. Determine the needs and exercise the final medical judgment regarding health care delivery to inmates at the Linn County Correctional Center.

2. Review treatment recommendations of other health care providers regarding inmates, and approve all prescription medications entering the Linn County Correctional Center.

3. Oversee all health care services and provide quality assurance through pharmacy reviews and management of medication distribution to inmates.

4. Annually review and validate medical protocols, policies and procedures of the Linn County Correctional 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 24 hour on call referral for treatment and medical orders and ensure effective communication between Mercy Medical Center Emergency Department and the Linn County Correctional Center.

7. Serve as the Medical Director for medical nursing staff and paramedics employed by the Linn County Correctional Center and provide continuing medical education for nursing staff relative to pertinent health care topics affecting the inmate population (MRSA, TB, Influenza, etc.).

8. Obtain bulk prescription medications through the use of personal medical license and personal Drug Enforcement Agency number.

9. Oversee Paramedic Specialists as requested by the Jail Administrator.
10. Personally visit the jail to address administrative matters as needed but no less than two hours per week.

11. Provide telephone consultation and additional visits to the jail as necessary between 9 am – 5 pm Monday through Friday. Provide for a backup LCEM physician in the event of his/her absence to attend to the medical needs of inmates.

12. Maintain the appropriate licensing required to practice medicine and surgery in the State of Iowa.

II. LINN COUNTY SHALL:

1. Compensate Medical Director annually at the rate of $\_48,200.00\_\_, paid in monthly installments of $\_4016.67\_\_. The above compensation is provided in exchange for the time, expertise and medical services provided by the Medical Director at the Linn County Correctional Center.

2. Compensate Medical Director for the cost of any malpractice insurance requirement additional to that provided and required in his primary practice at an amount not to exceed $\_3000.00\_\_ per annum. The County also agrees to reimburse the Medical Director for any malpractice deductible in an amount not to exceed $\_2500.00\_\_ in the event of a claim.

3. 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, 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.

4. Compensate Medical Director at the rate of $300.00 per hour for court appearances, depositions and reasonable preparation time required to defend legal actions arising under Title 42 United States Code Section 1983.

5. Compensate Medical Director for the cost of extended reporting period insurance when the contract/agreement is terminated. This extended period insurance covers against any future claims against Medical Director from prior years. The reporting period insurance is based on 100% of the annual premium.
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 Sheriff’s Office for any purpose.

2. The Medical Director shall not exercise direct supervision over Linn County Correctional Center 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 Correctional Center as well as the supervision and compliance with said policies and procedures shall be the responsibility of the Linn County Sheriff.

III. TERM OF THIS AGREEMENT:

1. This agreement shall commence on July 1, 2019, and shall be in effect until June 30, 2021.

2. The parties may terminated 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 13th day of June, 2019.

Robert Braksieck, M.D. 6/13/19
Medical Director

Stacey Walker Date
Linn County Board of Supervisors

Brian D. Gardner 6/13/19
Linn County Sheriff
Second Amendment to the Tracking, Monitoring & Intervention Contract

This Amendment to Contract Number JUV-19-CB-6-001 is effective as of July 15, 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 1. Section 1.3.3.1 Pricing is hereby amended as follows, effective for services delivered on or after July 1, 2019:
Contractor shall be paid at a rate of $0.84 per minute for the provision of intervention services.

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>Printed Name: Christopher L. Wyatt, Chief Juvenile Court Officer</td>
<td>Printed Name: Gerd W. Clabaugh, Interim Director</td>
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</table>

<table>
<thead>
<tr>
<th>Linn County Board of Supervisors</th>
<th>Linn County Decategorization Board</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature of Authorized Representative:</td>
<td>Date:</td>
</tr>
<tr>
<td>Printed Name:</td>
<td>Printed Name:</td>
</tr>
</tbody>
</table>
DATE SET FOR RIGHT OF WAY HEARING

Moved by Supervisor __________________________________________________________

Seconded by Supervisor _______________________________________________________

that the 8th day of July, 2019 at 10:00 A.M. be set as date for the public hearing on the
vacation of the following right of way.

To vacate part of Forest Grove Road located in Section 28, Township 83 North, Range 6 West of
the 5TH Principal Meridian, Linn County, Iowa, as shown on plat exhibit “A” attached hereto
which by this reference made a part hereof and described as follows:

All of Forest Grove Road right-of-way lying south of the southerly most E Berry Road right-of-
way line located Section 28, Township 83 North, Range 6 West of the 5TH Principal Meridian.
Said area contains 3.13 acres more or less, subject to easements and restrictions of record or use.

Dated this __________ day of ________________________, 2019.

_________________________________
BOARD OF SUPERVISORS
LINN COUNTY, IOWA
The County Board of Supervisors met on the date specified immediately above to adopt an amendment to the current County budget as summarized below. The amendment was adopted after compliance with the public notice, public hearing, and public meeting provisions as required by law.

### Revenues & Other Financing Sources

<table>
<thead>
<tr>
<th>Source</th>
<th>Total Budget as Certified or Last Amended</th>
<th>Adopted Current Amendment</th>
<th>Total Budget After Current Amendment</th>
</tr>
</thead>
<tbody>
<tr>
<td>Taxes Levied on Property</td>
<td>66,527,348</td>
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<td>66,527,348</td>
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<td>Less: Uncollected Delinquent Taxes - Levy Year</td>
<td>208,191</td>
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<td>Less: Credits to Taxpayers</td>
<td>3,169,500</td>
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<td>Net Current Property Taxes</td>
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<td>Delinquent Property Tax Revenue</td>
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<td>Penalties, Interest &amp; Costs on Taxes</td>
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<td>Other County Taxes/TIF Tax Revenues</td>
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<td>Intergovernmental</td>
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<td>Licenses &amp; Permits</td>
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<td>Charges for Service</td>
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<td>Use of Money &amp; Property</td>
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<td>Miscellaneous</td>
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<td><strong>Subtotal Revenues</strong></td>
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<td>Other Financing Sources:</td>
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<td>General Long-Term Debt Proceeds</td>
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<td>Operating Transfers In</td>
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<td>Proceeds of Fixed Asset Sales</td>
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<td><strong>Total Revenues &amp; Other Sources</strong></td>
<td>134,223,187</td>
<td>1,500,000</td>
<td>135,723,187</td>
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### Expenditures & Other Financing Uses

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<tr>
<th>Use</th>
<th>Total Budget as Certified or Last Amended</th>
<th>Adopted Current Amendment</th>
<th>Total Budget After Current Amendment</th>
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<td>Operating:</td>
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<td>Public Safety &amp; Legal Services</td>
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<td>Physical Health &amp; Social Services</td>
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<td>Mental Health, ID &amp; DD</td>
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<td>Administration</td>
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<td>Nonprogram Current</td>
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<td>Debt Service</td>
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<td>Capital Projects</td>
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<tr>
<td><strong>Subtotal Expenditures</strong></td>
<td>123,528,955</td>
<td>1,600,000</td>
<td>125,128,955</td>
</tr>
<tr>
<td>Other Financing Uses:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating Transfers Out</td>
<td>18,282,480</td>
<td>0</td>
<td>18,282,480</td>
</tr>
<tr>
<td>Refunded Debt/Payments to Escrow</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td><strong>Total Expenditures &amp; Other Uses</strong></td>
<td>141,811,435</td>
<td>1,600,000</td>
<td>143,411,435</td>
</tr>
<tr>
<td>Excess of Revenues &amp; Other Sources over (under) Expenditures &amp; Other Uses</td>
<td>(7,588,248)</td>
<td>(100,000)</td>
<td>(7,688,248)</td>
</tr>
<tr>
<td>Beginning Fund Balance - July 1</td>
<td>50,937,628</td>
<td>0</td>
<td>50,937,628</td>
</tr>
<tr>
<td>Increase (Decrease) in Reserves (GAAP Budgeting)</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Fund Balance - Nonspendable</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Fund Balance - Restricted</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Fund Balance - Committed</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Fund Balance - Assigned</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Fund Balance - Unassigned</td>
<td>43,349,380</td>
<td>(100,000)</td>
<td>43,249,380</td>
</tr>
<tr>
<td><strong>Total Ending Fund Balance - June 30</strong></td>
<td>43,349,380</td>
<td>(100,000)</td>
<td>43,249,380</td>
</tr>
</tbody>
</table>

The below-signed certify that proof of publication of the hearing notice and proposed amendment is on file for each official County newspaper, that all public hearing notices were published not less than 10, nor more than 20 days prior to the public hearing, and that adopted expenditures do not exceed published amounts for any of the 10 individual expenditure classes, or in total.

Board Chairperson (signature)  
County Auditor (signature)
LINN COUNTY  
FISCAL YEAR 2019 BUDGET APPROPRIATIONS  
RESOLUTION NO.:  

Expenditures cannot exceed the following fiscal year 2019 appropriations by organization:

<table>
<thead>
<tr>
<th>Organization</th>
<th>Appropriation ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>01 Board of Supervisors</td>
<td>6,470,902</td>
</tr>
<tr>
<td>02 Auditor</td>
<td>2,560,808</td>
</tr>
<tr>
<td>03 Recorder</td>
<td>1,422,500</td>
</tr>
<tr>
<td>04 Treasurer</td>
<td>3,284,776</td>
</tr>
<tr>
<td>05 Attorney</td>
<td>4,314,659</td>
</tr>
<tr>
<td>06 Information Technology</td>
<td>3,133,165</td>
</tr>
<tr>
<td>07 Planning &amp; Development</td>
<td>1,579,453</td>
</tr>
<tr>
<td>08 Medical Examiner</td>
<td>606,300</td>
</tr>
<tr>
<td>09 Risk Management</td>
<td>297,648</td>
</tr>
<tr>
<td>10 Civil Service</td>
<td>39,903</td>
</tr>
<tr>
<td>11 Human Resources</td>
<td>977,617</td>
</tr>
<tr>
<td>12 Facilities</td>
<td>2,614,696</td>
</tr>
<tr>
<td>13 Sheriff</td>
<td>24,367,004</td>
</tr>
<tr>
<td>14 Capital Improvements</td>
<td>3,134,554</td>
</tr>
<tr>
<td>15 LIFTS</td>
<td>2,043,347</td>
</tr>
<tr>
<td>16 Purchasing</td>
<td>452,062</td>
</tr>
<tr>
<td>17 Board Buildings</td>
<td>973,662</td>
</tr>
<tr>
<td>20 State Welfare</td>
<td>606,644</td>
</tr>
<tr>
<td>21 Finance &amp; Budget</td>
<td>601,676</td>
</tr>
<tr>
<td>23-25 LCCS</td>
<td>24,406,330</td>
</tr>
<tr>
<td>26 Veteran Affairs</td>
<td>613,002</td>
</tr>
<tr>
<td>27 Court Expense</td>
<td>98,500</td>
</tr>
<tr>
<td>29 Juvenile Justice</td>
<td>170,565</td>
</tr>
<tr>
<td>33 Soil Conservation</td>
<td>117,399</td>
</tr>
<tr>
<td>34 Conservation</td>
<td>11,465,762</td>
</tr>
<tr>
<td>35 Engineering</td>
<td>24,338,334</td>
</tr>
<tr>
<td>36 Public Health</td>
<td>6,686,963</td>
</tr>
<tr>
<td>86 Debt Service</td>
<td>4,066,558</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$131,444,789</strong></td>
</tr>
</tbody>
</table>

DATE: June 26, 2019  
LINN COUNTY BOARD OF SUPERVISORS  
AYE:  
NAY:  
ABSTAIN:  
ABSENT:  

_______________________  
Chairperson  

_______________________  
Vice Chairperson  

_______________________  
Supervisor  

Attest:  

_______________________  
Joel Miller, Linn County Auditor
June 7, 2019

Dawn Jindrich
Finance Director
Linn County
935 2nd Street SW
Cedar Rapids, IA 52404-2100

Dear Dawn:

Thank you for considering RSM US LLP to assist with the additional consulting needs of Linn County. Please find enclosed the Statement of Work for Financial System Implementation Services. If you are in agreement, we ask that you please sign the Statement of Work.

We look forward to working with you on your additional consulting needs.

Sincerely,

Scott Hauser
Senior Director
RSM US LLP
319 298 5299

Steve Mermalstein
Director
RSM US LLP
816 751 1866
STATEMENT OF WORK—FINANCIAL SYSTEM IMPLEMENTATION SERVICES

This Statement of Work ("Statement of Work" or "SOW") dated June 7, 2019, is entered into by and between Linn County ("Client," "you" or "your") and RSM US LLP (formerly known as McGladrey LLP), an Iowa limited liability partnership ("RSM," "we," "us" or "our") pursuant to the Master Services Agreement dated February 9, 2015 (the "Agreement"), all of the terms of which are hereby incorporated herein by reference.

A. Engagement Objectives, Services, Approach and Scope of Work

Our work will be to assist and advise you with this project. As stated below and for clarity, we will not, nor does Client desire us to, perform any management functions, make management decisions, or otherwise perform in a capacity equivalent to that of an employee or officer of Client.

Project Objectives

The purpose of this project is to assist Linn County with advisory, process improvement and project management services associated with its implementation of a new financial accounting ERP system as needed. Specifically Linn County desires a flexible advisory relationship where RSM will be available to assist with a wide variety of tasks, as needed, to help implement its new system. These tasks might include:

- Overall implementation strategic advisor (Scott Hauser)
- ERP software and IT advisor (provided remote by Troy Rhodes)
- Project manager (provided local by Kim Dougherty)
- Process improvement and change facilitation (only for areas needing the most improvement or change, or if the existing Client team members cannot fit the process improvement work into their schedules)
- NetSuite advisor (if needed)
- HRIS subject-matter experience (if needed)
- Other advisory services (if needed)

Services and Scope of Work

Based on our implementation scoping discussions, our approach will stress the involvement of you and your staff in the tasks of the project. The project will be conducted in multiple phases and tasks, providing an opportunity for establishing an agreement between Linn County and the consulting team at critical milestones. In the sections below, we have provided the project phases and work steps for your assistance. Under each phase, we have provided a brief description of the activities that will be carried out by our consultants.

Phase I—Project Initiation

- Implementation project kick-off with the involved key stakeholder representatives to align objectives, activities and participants
- Define schedule expectations, restrictions and the final go-live date
- Prioritize the departments or transaction process areas in order of most to least improvement opportunities
- Obtain and finalize GovSense’s overall project implementation plan
Phase II—Project Management and Implementation Execution

Apply our project management, IT systems and software vendor knowledge to assist with specific implementation activities, as requested upon agreement by both parties. Specific tasks may include:

- Scheduling, coordinating and project managing the activities of the involved key parties
- Preparing a monthly status report of implementation progress, delays and roadblocks
- Provide IT systems and software vendor commitment knowledge to support the successful implementation of the vendor promises received in the selection process
- Assist with driving accountability of the involved team members

Phase III—Business Process Improvement Assistance (if needed)

- Provide a workshop for the core Linn County team on leading practices in transaction process improvement activities
- Customize our standard business process improvement methodology for use by the Linn County team leads
- Conduct business process improvement review and design sessions to identify efficiency and effectiveness improvements and changes required or supported by the new software
- Educate the Linn County team leads on how to encourage an improvement and change based culture

Phase IV—Other Advisory Services (if needed)

- To be determined throughout the implementation timeline and process

Significant additional projects will be the subject of mutually agreed, separately executed Statements of Work or if more appropriate, a mutually agreed and separately executed Change Order. In the event that you request additional routine services that substantively relate to the subject of this Statement of Work and which in our judgement do not rise to the level of a Change Order or require a new Statement of Work, ("Out-of-Scope Services"), our fees for such services will be based on the time required for the work performed at our discounted rates, plus Expenses as described below. All such services will be subject to the terms of this Statement of Work, including the Master Services Agreement under which it is issued.

Timing

The project is anticipated to begin at the earliest mutually agreeable date – perhaps at the completion of the payroll, HRIS and timekeeping work currently underway.

B. Engagement Team

Scott Hauser will be responsible for overseeing the engagement and the delivery of all Services to you, and will coordinate all fieldwork and project communications. Other personnel at the necessary skill and experience levels may be called upon to assist in this project as appropriate. While we will attempt to comply with your requests for certain individuals, we retain the right to assign and reassign our personnel, as appropriate, to perform the Services.
If any portion of our Services is performed on Client premises, our personnel shall observe your reasonable policies regarding working conditions, building security and business hours, to the extent our personnel are made aware of such policies. The rest of our project team is expected to consist of the following resources:

- Troy Rhodes will serve as ERP software and IT advisor (remote)
- Kim Dougherty will serve as project manager (local)
- Steve Mermelstein will serve as the governmental subject-matter professional and change management and improvement culture lead for this engagement

We estimate our work hours by consultant to be as follows:

<table>
<thead>
<tr>
<th>Consultant</th>
<th>Estimate Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Troy Rhodes</td>
<td>110</td>
</tr>
<tr>
<td>Kim Dougherty</td>
<td>222</td>
</tr>
<tr>
<td>Scott Hauser</td>
<td>12</td>
</tr>
</tbody>
</table>

C. Third-Party Products

This Statement of Work includes the following with respect to Third-Party Hardware Products or Third-Party Licensed Products (each a Third-Party Product):

- RSM services in connection with Client’s use of a Third-Party Product

You acknowledge and agree that the development, implementation and integration of business software systems is inherently not error-free and that corrections, “bugs” and defects arising prior to or subsequent to deployment are common. Client further acknowledges that its usage of a Third-Party Licensed Product may involve the movement and storage of Client’s data solely within the infrastructure provided by the Third-Party Licensed Product and not RSM’s, and that Client’s EULA or other agreements with the Licensor of such Third-Party Licensed Product will govern all obligations relating to data privacy, storage, recovery, security, and processing, as well as the service levels associated, with such Third-Party Licensed Product.

D. Engagement Assumptions, Client Acknowledgements, Responsibilities and Representations

Our Services, Fees and work schedule are based upon the following assumptions, acknowledgements, representations and understandings with you:

- Client will determine the extent of services it wishes RSM to provide and will undertake the responsibilities set forth in this Statement of Work.
- Client will designate an employee or employees within its senior management who will make or obtain all management decisions with respect to this Statement of Work on a timely basis.
- Client will ensure that we have access to key people, facilities and data, and that all levels of your employees and contractors will cooperate fully and timely with us. We will also let you know where we feel we are not getting the appropriate cooperation or direction and advise you of any other issues related to this engagement. The success of this engagement is dependent upon full openness, communications, cooperation and timely direction.
• Client agrees that all assumptions set forth in this Statement of Work are accurate and agrees to provide us with such further information we may need and which we can rely on to be accurate and complete. We will be entitled to rely on all of your decisions and approvals made independently, and we will not be obligated to evaluate, advise on, confirm or reject such decisions and approvals.
• Client will evaluate the adequacy and results of services and will let us know immediately of any problems or issues you perceive in our personnel, services or deliverables.
• To the extent our services or deliverables include the design or implementation of hardware or software systems, Client agrees to be responsible for making all management decisions. These decisions include but are not limited to the systems to be evaluated and selected, the design of those systems, the controls to be tested, the security and system procedures to be implemented, the scope and timetable of the implementation, testing, training and conversion plan.
• Linn County will provide suitable working space for on-site RSM staff.
• The Linn County implementation team will make the final decisions on software configuration and process improvements to be implemented.
• Linn County will be ultimately responsible for the success of the implementation, and RSM’s role will be to assist Linn County as requested.

The fulfillment and confirmation of these responsibilities, acknowledgements and representations are critical to the success of this engagement. The successful delivery of our Services, and the Fees charged, are also dependent on your timely and effective completion of your responsibilities, the accuracy and completeness of the assumptions, and timely decisions and approvals by your management. You will be responsible for any delays, additional costs or other liabilities caused by or associated with any deficiencies in the assumptions or in carrying out your responsibilities.

E. Additional Understandings Arising from the Performance of Attest Services by RSM

In connection with the performance of these Services, Client agrees to make all management decisions and perform all management functions; designate an individual who possesses suitable skills, knowledge, and/or experience, preferably within senior management, to oversee such Services; evaluate the adequacy and results of the Services performed; accept responsibility for the results of the Services; and establish and maintain internal controls, including monitoring ongoing activities. We will not perform any management functions, make management decisions, or otherwise perform in a capacity equivalent to that of an employee or officer of Client.

F. Fees and Expenses

Our Fees for the Services described in this Statement of Work will be based upon actual time at our discounted hourly rates. In addition to our Fees, you will be invoiced for (i) direct expenses, including, as applicable, amounts attributable to travel, meals, fees and expenses for services from other professionals, and for services provided by RSM's Subcontractors, and (ii) a charge of five percent (5%) of the Fees for indirect administrative expenses, such as technology, research and library databases, communications, photocopying, postage and clerical assistance, security, privacy, automation, risk mitigation, regulatory compliance requirements, peer quality reviews and project management oversight, RSM's development library, and research and development team project involvement.
Our current hourly rates are as follows and may be subject to adjustment as our prevailing rates change from time to time:

<table>
<thead>
<tr>
<th>Professional Level</th>
<th>Standard Hourly Rates</th>
<th>Discounted Hourly Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partner, Principal, Senior Director and Director</td>
<td>$450</td>
<td>$260</td>
</tr>
<tr>
<td>Manager</td>
<td>$320</td>
<td>$210</td>
</tr>
<tr>
<td>Supervisor and Associate</td>
<td>$180 to $260</td>
<td>$165</td>
</tr>
</tbody>
</table>

Based on our initial understanding of the project scope and our estimated hours below, our billings for Phases I and II described in this Statement of Work is estimated at $62,850, plus Expenses (if applicable).

Travel time will be billed at fifty percent (50%) of our discounted hourly rates and is in addition to the estimated Fees. The Fees quoted in this Statement of Work will remain valid for sixty (60) days from the date of issuance.

You acknowledge that this is our good faith estimate based upon our understanding of the engagement assumptions and the facts and circumstances we are aware of at this time. If the basis of our estimates is inaccurate, the Fees and Expenses may be different from those we each anticipate. If circumstances are encountered that affect our ability to proceed according to the plan outlined above, such as major scope changes, loss of key Client personnel, unavailable information, or undetermined or requested scope changes during our scoping efforts, we will inform you promptly and seek your approval for any changes in scope, timing or Fees that may result from such circumstances.

**G. Invoice Address**

Invoices for our Services rendered pursuant to this Statement of Work will be sent to:

Dawn Jindrich  
Finance Director  
Linn County  
935 2nd Street SW  
Cedar Rapids, IA 52404-2100
H. Acknowledgement and Acceptance

By the signatures of their duly authorized representatives below, RSM and Client, intending to be legally bound, acknowledge that they have read and agree to all of the provisions of this Statement of Work (including any Exhibits and Attachments hereto) as of the date set forth above. RSM and Client, and each signatory below, hereby represents that said signatory is a duly authorized representative of such party and has the requisite power and authority to bind such party to the terms set forth in this Statement of Work.

AGREED TO AND ACKNOWLEDGED BY:

RSM US LLP

By: 
Name: Scott Hauser
Title: Senior Director
Date: June 7, 2019

Linn County

By: 
Name: 
Title: 
Date: 
FEIN/Tax ID Number: 

Exhibits:
Exhibit A—Implementation Roles and Responsibilities

6/7/2019 1:35 PM

Statement of Work—Technology 12-1-18

Options to return signed contract:
1. DocuSign
2. Email: cropurchasing@rsmus.com
3. Fax: 877 281 9587
4. Mail: RSM US LLP, Attn: Client Resource Center, 201 First Street SE, Suite 800, Cedar Rapids, IA 52401
Exhibit A—Implementation Roles and Responsibilities

Board of Supervisors

Executive Steering Committee
- Executive Sponsor: Dawn Jindrich
- Linn County members TBD
- RSM Client Relationship Lead and Quality Assurance: Scott Hauser

Program Management Office
- Project Coordinator: Karen Heiderscheid
- RSM Project Manager: TBD

Linn County Department Leads

RSM Team
- RSM Project Manager: TBD
- ERP Software and IT Advisor: Troy Rhodes
- Process and Change Facilitator: TBD
- NetSuite SME: (TBD As Needed)
- HRIS SME (Michael Shelek As Needed)
- Other Advisory Services

GovSense Team
- GovSense Relationship Lead
- GovSense Project Manager
- GovSense Consultants
- Adaptive Consultants