LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA
Wednesday, July 8, 2020
11 a.m.
Formal Board Room—Jean Oxley Public Service Center
935 2nd St. SW, Cedar Rapids, IA

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 a Family Service Worker for the Family Transformation Services Program

Reports

Resolutions


Contract and Agreements

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

Approve and authorize Chair to sign a contract for services between the Linn County Early Childhood Iowa Board and Linn County Board of Supervisors on behalf of Linn County Family Transformation Services for the Nurturing Parenting Program to provide long term in-home family stability services effective July 1, 2020 through June 30, 2021 not to exceed $79,187 in School Ready General.

Approve and authorize Chair to sign a Certificate of Insurance for Linn County’s participation with the Linn County Early Child Iowa Board as part of their FY21 contract renewal.

Approve and authorize Chair to sign Change Order 3 from Septagon Construction for the LIFTS Renovation project in the amount of $3,840.

Approve and authorize Chair to sign Memorandum of Understanding between Linn County and the Buchanan County E911 Service Board to allow the Shared Area Radio Agreement (SARA) radio systems in Linn and Buchanan counties to connect.
Licenses & Permits

Approve Fireworks Permit for Dave Hulshizer for a display at 2549 Janette Nehl Lane, Central City, on August 1, 2020 (test fire) and August 8, 2020 show. Small gathering of family members and friends. All conditions have been met.

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes
Discuss and decide on meeting minutes.

Update on Linn County’s response to COVID-19.

Rally Cap Campaign update by Cedar Rapids Metro Economic Alliance.

Update on the 2020 Census and Linn County Complete Count Committee.

Presentation and approval of tax levies for FY 2020-2021 tax collections.

Public Comment: Five Minute Limit per Speaker
This is an opportunity for the public to address the board on any subject pertaining to board business.

Claims
Discuss and decide on claims.

Board Member Reports

Correspondence

Appointments

Adjournment

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

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

For questions about meeting accessibility or to request accommodations to attend or to participate in a meeting due to a disability, please contact the Board of Supervisors office at 319-892-5000 or at bd-supervisors@linncounty.org.
RECEIVED

JUN 25 2020

LINN COUNTY HUMAN RESOURCES

VACANCY FORM

SELECT ONE:

☐ NEW POSITION

☐ REPLACEMENT

REPLACES: __________________________

SELECT ONE:

☐ NEW JOB CLASSIFICATION

☐ EXISTING JOB CLASSIFICATION

JOB TITLE: Family Service Worker

SHIFT/HOURS: M - F 11:00am- 7:30pm

DEPARTMENT: Family Transformational Services

NUMBER OF POSITIONS: 1

VACANCY DATE: 6/25/20

REASON TO ADD NEW POSITION (if applicable):

☐ BUDGET OFFER

Early childhood 2020 (ECD)

☐ GRANT FUNDING

1 year contract

☐ OTHER: __________________________

Awarded: $79,181.00

NEW POSITION FUNDING SOURCE(S):

POST TO INSIDE: ☑ YES  ☐ NO

ADVERTISE: ☑ YES  ☐ NO

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

POSITION TYPE:

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

☐ ON-CALL/SUBSTITUTE  ☐ GRANT-FUNDED

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

☐ Attorneys  ☐ Conservation  ☐ Sergeants  ☐ PPME

☐ NON-BARGAINING UNIT (Management and Confidential Employees)

APPROVED BY: ____________________________

DEPARTMENT HEAD (original signature required)  6-24-2020

DATE

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: ____________________________  STARTING SALARY: ____________________________

HR DIRECTOR COMMENTS:

FINANCE/BUDGET DIRECTOR COMMENTS:

APPROVED BY: ____________________________  6-29-20

DATE  06-29-2020

APPROVED BY: ____________________________

FINANCE/BUDGET DIRECTOR

APPROVED BY: ____________________________

CHAIRPERSON/BOARD OF SUPERVISORS
LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # ______________________

APPROVING RESIDENTIAL PARCEL SPLIT

WHEREAS, a Residential Parcel Split of Vislisel First Addition (Case # JPS20-0006) to Linn County, Iowa, containing four (4) lots, numbered Lot 1, lettered Lot A, and Outlot A and Outlot B, has been filed for approval, a subdivision of real estate located in the SWNW of Section 11, Township 82 North, Range 6 West of the 5th P.M., Linn County, Iowa, described as follows:

Beginning at the Northwest Corner of the Southwest Quarter of the Northwest Quarter of Section 11, Township 82 North, Range 6 West of the 5th P.M.: Thence N 89°26'23" E along the North line or Parcel ‘B’; Plat of Survey #593, Linn County, Iowa to the Northeast Corner of the Southwest Quarter of the Northwest Quarter in said Section 11 a distance of 1,323.39 feet; Thence S 01°22'23"E along the East line of said Parcel ‘B’, to the existing North Right of Way of Vislisel Road a distance of 453.58 feet; Thence N 74°30'15" W along said Existing North Right of Way a distance of 1,292.84 feet; Thence Northwesterly along the arc of a 601.16 foot radius curve concaved Southerly along said Existing North Right of Way to the West line of said Parcel ‘B’ (Chord bears N 78°43'19"W a distance of 88.43 feet); Thence N 01°11'55" W along the West line of said Parcel ‘B’ to the Point of Beginning a distance of 77.83 feet.

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 March 18, 2020 as last amended on April 20, 2020 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, Section 107-72, § 2 (h)(5). All approved entrances shall be brought into conformance with County standards. Lot 1 shall be limited to a single access. Lot A and Lot B are each allowed one access and a second with justification.
2. Dedication of road rights-of-way, County Standard Specifications, Section 5. Forty feet of right-of-way on Vislisel Road adjacent to development shall be dedicated to the County for road purposes. Decorative rocks, walls, or other items that may identify the owner of address of the property, are not allowed within road right-of-way.
3. Road agreement with conditions applicable to residential parcel split cases. County Standard Specifications, Section 1.

IOWA DEPARTMENT OF TRANSPORTATION
1. Not within the jurisdiction of the Iowa Department of Transportation.
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Linn County Public Health Department
1. Existing sewage disposal system must have one of the following completed: If the property ownership
   is being transferred and does not qualify for one of the DNR exemptions, a Time of Transfer inspection
   must be performed by a certified septic contractor. The report must be submitted to this department. If
   the property is not transferring ownership, the septic must be reviewed by Linn County Public Health for
   compliance with Linn County Code of Ordinances Chapter 10, Article VI Private Sewage Disposal
   Systems.

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. Applicant shall develop and implement a conservation plan to be filed with the Linn Soil and Water
   Conservation District on remaining agricultural land associated with this case.

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 Bertram and as per the 28E Agreement between
   the City and the County, will require City approval or a waiver of the right to review.
5. Approval of utility and drainage easements by the appropriate companies with all easements marked on
   the final plat boundary copies.
6. The remaining land of the parent parcel 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 or lots 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 APRIL 20, 2021 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 July 8, 2021 to be valid.

Passed and approved this 8th day of July, 2020

Linn County Board of Supervisors

______________________________
Chair

______________________________
Vice Chair

______________________________
Supervisor
Linn County Board of Supervisors
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Aye:
Nay:
Abstain:
Absent:

Attest:

__________________________
Joel Miller, Linn County Auditor

Linn County Engineer

__________________________
Brad Ketels, Engineer

State of Iowa )
) SS
County of Linn )

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

___ Aye ___ Nay ___ Abstain ___ Absent

__________________________
Joel Miller

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

__________________________
Notary Public State of Iowa
CITY AND COUNTY PROJECT AGREEMENT
CITY OF PALO BRIDGE INSPECTION

This agreement entered into this 15TH day of June, 2020, by and between Linn County, Iowa, hereinafter referred to as County, and the city of Palo, hereinafter referred to as City.

WHEREAS, both County and City are a public agency as is defined by Section 28E.2 of the Code of Iowa, and

WHEREAS, Section 28E.3 of the Code of Iowa provides that any power or powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly by a public agency of the State of Iowa having such power or powers, and

WHEREAS, it is proposed to inspect, analyze, and prepare an inspection report, including a completed Iowa Structure Inventory and Appraisal Form, for the following city bridges:

1) FHWA bridge #33720, (Palo 2790)
   a. 152’ X 34’ Steel girder with concrete slab bridge on Covington Rd.
2) FHWA bridge #9420, (Palo 2257)
   a. 155’ X 32’ Steel girder with concrete slab bridge on 1st St.

WHEREAS, the City Council has informed itself as to the proposed project and scope of work.

IT IS NOW AGREED by parties hereto as follows:

1. DURATION - This agreement shall commence on the date that both parties sign this agreement and shall continue thereafter until one party notifies the other party, in writing, of its intent to end the agreement.

2. PURPOSE - The purpose of this agreement is to accomplish the proposed project as described herein in accordance with the aforesaid scope of work and in agreement with conditions specified in this agreement.

3. The County Engineer shall be responsible for the administration of this project. General specifications for the project shall conform to the current Standard Specifications for Highway Bridges published by the American Association of State Highway and Transportation Officials.

4. The City and County agree to save and indemnify and keep harmless, each other against all liabilities, judgments, costs, and expenses which may in any way come against the County or City or which in any way result from carelessness or neglect of either party or its agents, employees or workmen in any respect whatsoever.
5. The City and County agree to indemnify and hold each other, their employees and agents, wholly harmless from any damages, claims, demands, or suits by any person or persons arising out of any acts or omissions by the City or County, its agents, servants, or employees in the course of any work done in connection with any of the matters set forth in this agreement.

6. **MANNER OF FINANCING** - The total cost of the project shall include administrative fees and the contracted rate per bridge as shown in Attachment. The City will be notified of changes in contract and administrative fees and Attachment will be updated accordingly.
   a) The County shall initially finance the cost of the project.
   b) The City shall reimburse the County based on the rates stated above. Payment shall be made within thirty (30) days of receipt of invoice in form and sufficiency acceptable to the City.

7. **TERMINATION** –
   a) This agreement shall be considered binding upon the City and the County and shall not be terminated until the City or County has given written notification to the other party.

Executed in triplicate each of which shall constitute as original on this 15th day of June, 2020.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

________________________
________________________
________________________

ATTEST:
LINN COUNTY AUDITOR

CITY OF PALO

________________________

________________________

ATTEST:
PALO CITY CLERK
RESOLUTION 061520A

A RESOLUTION APPROVING CITY AND COUNTY PROJECT AGREEMENT FOR CITY OF PALO BRIDGE INSPECTION

WHEREAS, Palo has the need for bridge inspections; and

WHEREAS, the Linn County has agreed to have their County Engineer be responsible to see that any needed bridge inspection is completed and has sent a 28E Agreement for this purpose; and

WHEREAS, this Agreement is attached.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Palo, Linn County, Iowa, does by this resolution enter into the attached 28E City and County Project Agreement for City of Palo Bridge Inspections between the City of Palo and Linn County; and

BE IT FURTHER RESOLVED, by the City Council of the City of Palo, Iowa, that the Mayor and City Clerk are hereby authorized and directed to execute said 28E Agreement and this Resolution.

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

AYES: Rahe, Rieck, Hagstrom, Brekke, Hanover
NAYS:

ATTEST:
Lenna Goodale, City Clerk

Eric Van Kerckhove, Mayor
Bridge #33720

Bridge to be inspected by Linn County
This Contract for Services is between the Linn County Early Childhood Iowa Board and Linn County Board of Supervisors on behalf of Linn County Family Transformation Services for the Nurturing Parenting Program. Intent is to provide long term in-home family stability services to eligible Linn County families.

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: 1240 26th Avenue Court SW, Cedar Rapids, IA 52404.
Contact Person: Chris Kivett-Berry 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, Iowa 52404.
Designated Contact Person: Gloria Witzberger Phone: #319-892-5723

SECTION 2.
DURATION OF CONTRACT.
The term of this Contract shall be July 1, 2020 through June 30, 2021 unless terminated earlier in accordance with the Termination section of this Contract.

SECTION 3.
SCOPE OF SERVICES.

3.1 Deliverables
The Contractor shall provide the following services as an independent Contractor. Duties shall include, but not be limited, to the following:

3.1.1 Submit completed ECI claim form to Linn County ECI fiscal agent by the deadline established in this contract and with required documentation.

3.1.2 Ensure fiscal separation of duties re: who prepares the claim and who signs the claim prior to submittal.

3.1.3 Collect State and local required Output, Quality/Efficiency and Outcome Measures using required Assessment tools, and submit on required form, by deadlines established in this contract.

3.1.4 Ensure Linn County Early Childhood Iowa support is noted on program materials, flyers and informational items. Use of current ECI logo is required.

3.1.5 Allow on-site program, file and fiscal monitoring and review activities by authorized Early Childhood Iowa staff or Board member and participate in Board presentations as requested.

3.1.6 Participate in Contract, cost per unit & Progress Report meetings as scheduled by Linn Co ECI staff.

3.1.7 Submit Proof of Insurance: a Certificate of Insurance listing Linn County Early Childhood Iowa as “other insured” or proof of self-insurance, with the signed contract.

3.1.8 Participate in state-wide centralized/coordinated intake process and keep contact information updated on the Iowa Family Support Network website.

3.1.9 Perform all checks as required pursuant to the Criminal history and Child abuse record checks procedure set forth in Iowa Code. Covered Personnel who join the Provider after the Contract begins may not provide any services for the Provider pursuant to the Contract before the requisite criminal and background checks have been completed unless they are accompanied by other staff that has completed acceptable checks.

3.1.10 Annually provide to the Linn County ECI office proof of Contractor’s financial review or audit conducted by an external qualified entity.

3.1.11 Cost Allocation: Contractor must appropriately assign costs across funding sources. This could include personnel time logs if staff is funded by more than 1 source.


3.1.13 Family Development Specialist: Program staff with direct client contact, and their immediate supervisor, has or will obtain the Family Development Specialist Certificate from the U of Iowa.
National Resource Center for Family Centered Practice within 12 months of employment start date with an ECI-funded service.

3.1.14 **National Certification:** Relevant program staff, as specified by State ECI requirements, will satisfactorily pass the National Certification Exam-Iowa, by the state established deadline.

3.1.15 ECI Home Visitation services are prevention-based and shall not serve active DHS involved families if the child has been removed from the home. It is possible to serve families where a DHS child abuse assessor determines formal involvement with child welfare system is not necessary (differential response) or when a formal case is closed.

3.1.16 Ensure in-home visitation and family support materials are culturally responsive.

3.1.17 Ensure compliance with content in current state ECI Family Support & Parent Education Tool FF @ [https://earlychildhood.iowa.gov/](https://earlychildhood.iowa.gov/)

3.1.18 Plan for technology upgrades at regular intervals. Technology includes software, hardware, and connectivity plans. Ensure items are properly secured and maintained.

3.1.19 **Operational**

a) **Primary Strategy:** Pilot project to provide in-home services with a family stability focus to improve economic self-sufficiency, safe housing, concrete community connections, and completion of family goals.

b) **Secondary Strategies:** i). Provide Service Coordination that goes beyond making referrals to include purposeful integration between relevant community resources. Involvement with My Care Community is strongly encouraged. ii). Identify and implement a quantifiable Risk Assessment tool to establish dosage and discharge criterion. iii). Provide parental knowledge and skills in child development, parent-child attachments using NPP curriculum. iv). Participate in ECI pilot project networking meetings.

c) **Target Audience:** Enrolled (as of 7.31.20) Horizons’ families, current NPP clients that quantitatively demonstrate need for long-term services, limited-English proficiency families, and/or families with identified mental health needs, that have child prenatal thru age five. ECI home visitation services are prevention based- see 3.1.15. 75% of families must meet state required criterion in Tool FF.

d) **Staffing:** Provide at least the # of hours of direct staff time as per approved budget. Minimum education requirement for Program Supervisor is Bachelors in Human Services or related field with experience and for Family Support Worker a Bachelor or Master in Human Services or related field or Associate in Human Services with experience.

e) **Dosage/Intensity:** Provide visit twice per month, over a period of at least 1-year. Intent is that visits are to be 90-minutes and include parent-child interaction as consistent with model implemented. Alternative location or use of video conferencing technology may be used if there is a safety concern in the home. The use of telephone talk or text to communicate with the family can supplement services but is not treated as a home visit.

f) **Hours of Operation:** Services to be provided Mon-Friday, 7:30 am-8:00 pm and Sat 8:00-Noon, or by special arrangement. Coordinator contacts client within five (5) business days of service request to assess eligibility and gather relevant information on family concerns. The intent is for the first home visit to occur within fourteen business days of contact.

g) **Developmental Screen:** All age eligible children enrolled shall be strained for developmental progress using the Ages and Stages Questionnaire 3rd edition. Screening may be completed by parents, another provider or the home visiting program staff. Ask 100% of families if child has received a hearing, vision, and dental screen. Provide referrals for additional services as needed. ASQ-3 screening results shall be entered into DAISEY.

h) **DAISEY:** Participate in state administered internet-based data collection system (e.g. DAISEY) using Life Skills Progression (LSP) family assessment, related trainings, and meet reporting deadlines.

i) Strive to ensure that families are not dually enrolled in another state funded family support program that unnecessarily duplicates services.

j) Ensure staff has access to required Nurturing Parenting Program training.

k) If Contractor encounters difficulty which threatens to impact Deliverables the Contractor shall use its best efforts to directly provide alternate, and to the extent possible, comparable
performance. In this event the Contractor must provide notice to the Board in writing of the need to provide an alternative or comparable service.

3.2 Outputs and Performance Measure Goals

State Required Data on local ECI Progress Report with contracted Goals:

- 3.2.1 # of unduplicated ECI families served in program: 20
- 3.2.2 # of home visits provided: 480
- 3.2.3 % of families that received minimum of 2-home visits per month: 100%
- 3.2.4 % of newly enrolled families meet at least one of these state required criteria: 75%
  - HH Income at or below 200% Federal Poverty Level
  - Parent with high school diploma or less
  - Children (0-5 yrs) with IFSP or IEP
- 3.2.5 % of eligible families that successfully complete services (defined as goals achieved @ discharge): 65%
- 3.2.6 Of families that complete both a Pre and Post LSP family assessment 75-80% will:
  - Improve/maintain healthy functioning, problem solving and communication.
  - Increase or maintain social supports.
  - Are connected to additional concrete supports.
  - Increase their knowledge about child development and parenting.
  - Improve nurturing and attachment with their children.
- 3.2.7 % of age eligible children screened with current ASQ3 for developmental delay: 100%

Pilot Project Data on ECI Progress Report:
- 3.2.8 Name of Risk Assessment Tool and Pre-Post family data on Risk Assessment Tool
- 3.2.9 % of time that child is present @ in-home visit
- 3.2.10 % of enrolled families that came from Contractor’s short term home visit program
- 3.2.11 # of families on the wait list
- 3.2.12 Additional data upon request from the Pilot Project work group

3.3 Monitor and Review Clause

- 3.3.1 Progress Report Requirements: The Contractor shall submit Data Progress Reports, in the format required by DAISEY and the ECI Board by:
  - • Oct 15th, Jan 15th, April 15th and July 19th for 4th Qtr/Year End.
- 3.3.2 The Board and/or appointed Committee will monitor the performance of the Contractor quarterly to ensure compliance with Section 3. An on-site monitor visit will occur as per Policy 9.4 in the ECI Board Policy and Procedure Manual. The Contractor shall meet with the Board or ECI staff, participate in site visits and make files available for review upon request.

3.4 Fiscal Requirements

Claims

Board will provide funds on a reimbursement basis. Contractor will submit a claim form packet to the Fiscal Agent on a monthly basis using the forms provided by the local ECI Staff.

- • Claims must be submitted by the 12th of the month following the end of the month for which the request is being made. Monthly claims submitted after this date will result in delay of payment.

The State fiscal year ends June 30th and all claims for expenses incurred in the contract period must be submitted no later than July 20th. Reimbursement requests submitted more than 20 calendar days after the end of the state fiscal year (June 30th) or the contract period will be denied. The Board Chair or Treasurer will have ability to issue a waiver for unforeseen extenuating circumstances.
Expenses can only be submitted for services provided or products delivered by the June 30th end date of the fiscal year. Contractor must return ECI funds for expenditures that are not allowed.

Documentation Requirements
Since the Contractor is the recipient of State funds, documentation supporting the request must be provided monthly with the Claim form.
- Contractor will abide by requirements of Series 600 document.
- Proration of expenses is not allowed without prior approval.
- Mileage for staff commute to the program is not allowed.
- Payment for expenses incurred or items received outside of the contract period is prohibited.

Budget Revisions
Changes to the Contract budget must be communicated to Board staff using the approved Budget Revision form during the identified Open Window timeline (Linn County ECI Policy 5.4) and is subject to approval. Prompt notification to Board staff of personnel changes is expected.

Cost Allocation
Contractor must appropriately assign costs across the funding sources it receives and provide proof of this allocation. The Linn County Early Childhood Iowa Board retains the option to require the Contractor to complete personnel activity reports (time studies) upon request.

Property and Equipment
Contractor is prohibited from using ECI funds to purchase real property that is subject to taxes. For equipment purchased using ECI funds the contractor must follow federal guidelines for the purchase and usage. Equipment expenses over $5,000 must be listed on Contractor inventory and tracked.

Equipment includes larger goods that are not expended over the course of time, such as computers, printers, furniture, file drawers, etc. Equipment can be purchased with ECI funds as long as it is included in the approved budget and is essential to providing the contracted services. It is expected that the Contractor and/or the agency housing the equipment will maintain adequate insurance to cover the equipment in case of loss, theft, or damage. All equipment shall have a label identifying ECI as the funding source for the equipment. If the contract is not renewed or terminated then possession of the equipment purchased shall revert to the ECI Board.

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 Pricing.
The Contractor will be paid for actual expenses in support of the approved Deliverables noted in their Bid Proposal and Section 3.0, not to exceed $79,187 in School Ready General.

Compensation amount may be amended through a separate contract action as warranted. Unless otherwise agreed in writing by the parties, the Contractor shall not be entitled to receive any other payment or compensation from the State for any goods or services provided by or on behalf of the Contractor under this Contract. The Contractor shall be solely responsible for paying all costs, expenses and charges it incurs in connection with its performance under this Contract.

4.2 Payment Clause.
Reimbursement of expenses will be commensurate with Contractor’s ability to meet the Deliverable and Performance Measures. Failure to meet Section 3.0 may result in a financial penalty to the Contractor to be determined by the Board. Failure by the Contractor 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 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 Immediate Termination by the Board.
The Board may terminate this Contract for any of the following reasons effective immediately without advance notice:
5.1.1 In the event the Contractor is required to be certified or licensed as a condition precedent to providing services, the revocation or loss of such license or certification will result in immediate termination of the Contract effective as of the date on which the license or certification is no longer in effect;
5.1.2 The Board determines that the actions, or failure to act, of the Contractor, its agents, employees or subcontractors have caused, or reasonably could cause, a client’s life, health or safety to be jeopardized;
5.1.3 The Contractor fails to comply with confidentiality laws or provisions;
5.1.4 The Contractor furnished any statement, representation or certification in connection with this Contract which is materially false, deceptive, incorrect or incomplete.

5.2 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.
5.2.1 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;
5.2.2 The Board determines that satisfactory performance of this Contract is substantially endangered or that a default is likely to occur;
5.2.3 The Contractor fails to make substantial and timely progress toward performance of the Contract;
5.2.4 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;
5.2.5 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
5.2.6 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.
5.2.7 The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property right.
5.2.8 The Contractor fails to comply with any provision of Iowa Code chapter 8F.

5.3 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:
5.3.1 Immediately terminate the Contract without additional written notice; or,
5.3.2 Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

5.4 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.

5.5 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:
5.5.1 Adequate funds are not appropriated or granted to allow the Board to operate as required and to fulfill its obligations under this Contract;
5.5.2 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;
5.5.3 The Board’s authorization to operate is withdrawn or there is a material alteration in the programs administered by the Board;
5.5.4 The Board’s duties are substantially modified.

5.6 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:
5.6.1 The payment of unemployment compensation to the Contractor’s employees;
5.6.2 The payment of workers’ compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates;
5.6.3 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;
5.6.4 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.

5.7 The Contractor’s Termination or Non-Renewal Duties.
The Contractor upon receipt of notice of termination or upon request of the Board, shall:
5.7.1 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.
5.7.2 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.
5.7.3 Comply with the Board’s instructions for the timely transfer of any active files and work product produced by the Contractor under this Contract.
5.7.4 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.

5.7.5 Immediately return to the Board any payments made by the Board for services that were not rendered by the Contractor.

5.8 **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 Dissemination of Confidential Data.**

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.**

**7.1 By the Contractor.**

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.

**7.2 Survives Termination.**

Indemnification obligation of the parties shall survive termination of this Contract.

**SECTION 8. INSURANCE.**

**Insurance Requirements.**

The Contractor, and any subcontractor, shall maintain in full force and effect, with insurance companies licensed by the State of Iowa, at the Contractor’s expense, insurance covering its work during the entire term of this Contract and any extensions or renewals. The Contractor’s insurance shall, among other things, be occurrence based and shall insure against any loss or damage resulting from or related to the Contractor’s performance of this Contract regardless of the date the claim is filed or expiration of the policy.

- Contractor must provide current proof of insurance, listing Linn County Early Childhood Iowa Board as an “Other Insured” with the signed contract.
SECTION 9. INTELLECTUAL PROPERTY, PATENT AND COPYRIGHT.

Ownership of Work Product.
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 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 Incorporation of Documents.
The RFP, RFP amendments and written responses to bidders’ questions (collectively RFP) and the Contractor’s Proposal submitted in response to the RFP, form the Contract between the Contractor and the Board and are incorporated herein by reference. The parties are obligated to perform all services described in the RFP and Proposal unless the Contract specifically directs otherwise.

10.3 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.

10.4 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.

10.5 Use of Third Parties.
The Board acknowledges that the Contractor may contract with third parties for the performance of any of the Contractor’s obligations under this Contract. The Contractor shall notify the Board in writing of all subcontracts relating to services to be performed under this contract prior to the time the subcontract(s) become effective. The Board reserves the right to review and approve all subcontracts.. The Contractor may enter into these contracts to complete the project provided that the Contractor remains responsible for all services performed under this Contract. All restrictions, obligations and responsibilities of the Contractor under this Contract shall also apply to the subcontractors and the Contractor shall include in all of its subcontracts a clause that so states. The Board shall have the right to request the removal of a subcontractor from the Contract for good cause. If the Contractor is a joint entity, consisting of more than one individual, partnership, corporation or other business organization, all such entities shall be jointly and severally liable for carrying out the activities and obligations of this Contract, and for any default of activities and obligations.
10.6 **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.

10.7 **Record Retention and Access.**

The Contractor 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 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.

The Contractor shall ensure confidential client information is maintained in a secure environment accessible to only persons with authorization to view that material. Contractor shall have and implement a policy regarding the disposal of records at the end of the required retention period.

10.8 **Suspensions and Debarment.**

The Contractor certifies pursuant to 2 CFR 180 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.

10.9 **Lobbying Restrictions.**

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.

10.10 **Tobacco Smoke Prohibited/Pro-Children Act of 1994**

10.10.1 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, education or library services to children under the age of 18, if the services are 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.

10.10.2 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.

10.11 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.

10.12 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 Contractor audit or financial review must be submitted to the Linn Co Early Childhood Iowa office annually.

10.13 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.

10.14 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.

10.15 Repayment Obligation
In the event that any state and/or federal funds are deferred and/or disallowed as a result of any audits or expended in violation of the laws applicable to the expenditure of such funds, the Contractor shall be liable to the 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 Contract and have caused their duly authorized representatives to execute this Contract.

<table>
<thead>
<tr>
<th>Contractor: Linn County Board of Supervisors for Family Transformation Long-Term Home Visitation</th>
<th>Board: Linn County Early Childhood Iowa</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature of Authorized Representative:</td>
<td>Signature of Authorized Representative:</td>
</tr>
<tr>
<td>Printed Name:</td>
<td>Printed Name:</td>
</tr>
<tr>
<td>Title:</td>
<td>Title: Chair</td>
</tr>
<tr>
<td>Date:</td>
<td>Date:</td>
</tr>
<tr>
<td>Federal Tax Id #:</td>
<td></td>
</tr>
<tr>
<td>Certificate of Insurance attached ☐ (Attach proof from Risk Management)</td>
<td></td>
</tr>
<tr>
<td>Assurance of Criminal/Child abuse record check attached ☐</td>
<td></td>
</tr>
</tbody>
</table>
## County of Linn, Iowa
### Certificate of Self-Insurance

Contact Office:
Risk Management
935 2nd Street S.W.
Cedar Rapids, IA 52404-2100

Date: June 30, 2020

<table>
<thead>
<tr>
<th>Insured:</th>
<th>Linn County, its Elected Officials, Employees and Agents</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>935 2nd Street S.W.</td>
</tr>
<tr>
<td></td>
<td>Cedar Rapids, IA 52404-2100</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Type of Self-Insurance Coverage</th>
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<tbody>
<tr>
<td>General Liability</td>
</tr>
<tr>
<td>Auto Liability</td>
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<tr>
<td>Workers Compensation</td>
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</table>

<table>
<thead>
<tr>
<th>Description of Operations/Locations:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Linn County’s participation in Linn County Early Childhood Iowa contract.</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Program Description:</th>
</tr>
</thead>
<tbody>
<tr>
<td>This certificate is to confirm that Linn County is self-insured with regards to any and all general liability claims and all automobile claims, including comprehensive and collision. This self-insured status is not the result of a specific action by the Board of Supervisors, but results from Iowa law, which provides that political subdivisions are subject to liability for their torts and those of their officers and employees when acting within the scope of their duties (Iowa Code Chapter 670). Should a judgement creditor elect not to issue execution against a municipal corporation, a tax must be levied as early as practicable to pay the judgement (Iowa Code §§ 626.24, 670.10, and 627.18).</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Certificate Holder</th>
<th>County of Linn</th>
</tr>
</thead>
<tbody>
<tr>
<td>Linn County Early Childhood Iowa Board</td>
<td>____________________</td>
</tr>
<tr>
<td>1240 26th Avenue Ct. SW</td>
<td>Ben Rogers, Chairperson</td>
</tr>
<tr>
<td>Cedar Rapids, IA 52404</td>
<td>Board of Supervisors</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Date</th>
<th></th>
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</thead>
<tbody>
<tr>
<td></td>
<td>____________________</td>
</tr>
</tbody>
</table>
TO: Linn County

DATE: July 1, 2020
PROJECT NO.: 11709.02

ATTENTION: Darrin Gage, Garth Faggerbacke
PROJECT: Lifts Renovation
RE: CO #3

WE ARE SENDING YOU
☒ Attached ☐ Under separate cover via hand the following items:
☐ Contract ☐ Prints/Plans ☐ Samples ☐ Specifications ☐ Pay Request
☐ Copy of Letter ☒ Change Order

<table>
<thead>
<tr>
<th>COPIES</th>
<th>DATE</th>
<th>NO.</th>
<th>DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td>3</td>
<td>Change order #3</td>
</tr>
</tbody>
</table>

THESE ARE TRANSMITTED as checked below:
☒ For approval ☐ No exceptions taken ☐ Resubmit copies for approval
☐ For your use ☐ Make corrections noted ☐ Submit copies for distribution
☐ As requested ☐ For review and comment ☐ Return corrected prints
☐ Rejected see remarks ☐ FOR BIDS DUE

REMARKS:
Please have the Board of Supervisors approve and sign. Return one electronic copy for record and distribution to my office.

If you have questions please contact my office.

COPY TO: Electronic File
SIGNED: Sarah Coleman, AIA Project Architect
OFFICE: Marion Office

If enclosures are not as noted, kindly notify us at once.
Project: Linn County LIFTS Relocation
5815 4th Street SW
Cedar Rapids, IA 52404

Job No: 0520002        Contract Date: 2/26/2020        Change Order No: 003        Change Order Date: 6/11/2020

To Contractor:
Septagon Construction Co., Inc –Cedar Rapids
3500 J St SW
Cedar Rapids, IA 52404-4609

From Owner:
Linn County Board of Supervisors
5815 4th Street SW
Cedar Rapids, IA 52404

The Contract is hereby revised by the following items:

<table>
<thead>
<tr>
<th>PCO</th>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>013</td>
<td>Storage 117</td>
<td>$975.00</td>
</tr>
<tr>
<td>015</td>
<td>Rock Subbase</td>
<td>$1,275.00</td>
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<tr>
<td>017</td>
<td>Sprinklers</td>
<td>$1,225.00</td>
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<tr>
<td>020</td>
<td>Man Door Stoop</td>
<td>-$535.00</td>
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<tr>
<td>021</td>
<td>Electrical Disconnect</td>
<td>-$70.00</td>
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<tr>
<td>022</td>
<td>Light Pole 2nd Light</td>
<td>$970.00</td>
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</table>

The original Contract Value was: $390,000.00
Sum of changes by prior Prime Contract Change Orders: $5,299.00
The Contract Value prior to this Prime Contract Change Order was: $395,299.00
The Contract Value will be changed by this Prime Contract Change Order in the amount of: $3,840.00
The new Contract Value including this Prime Contract Change Order will be: $399,139.00
The Contract duration will be changed by: 3 days
The revised Substantial Completion date as of this Prime Contract Change Order is: 7/10/2020

Martin Gardner Architecture
BY Sarah Coleman
ARCHITECT
SIGNATURE
7.1.2020

Septagon Construction Co., Inc
BY Michael Russell
CONTRACTOR
SIGNATURE
6/29/20

Linn County Board of Supervisors
BY Ben Rogers
OWNER
SIGNATURE
<table>
<thead>
<tr>
<th>Code</th>
<th>Description</th>
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<tbody>
<tr>
<td>01-000 00-2020</td>
<td>Cedar Rapids</td>
<td>5/14/2020</td>
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</table>

**Project Details**

- **Task Name**: Revenue Code
- **Revenue Code**: 003
- **PCO Number**: 013
- **Reason**: Change Order
- **Category**: Store 117
- **Description**: Build a masonry wall at the water tower site in Cedar Rapids 117.
<table>
<thead>
<tr>
<th>Request Date</th>
<th>Cost</th>
<th>Quote Due</th>
<th>Quote Rec'd</th>
<th>Allocation</th>
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Summary:

Preceding sprinkler head out of the way of the duct and install a Dry Pendant in its place in the vestibule.

Task Name: Revenue Code

<table>
<thead>
<tr>
<th>Notes</th>
<th>Task Name</th>
<th>Revenue Code</th>
<th>PCCO Number</th>
<th>COR Number</th>
<th>Reference</th>
<th>Reason</th>
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<th>PCCO # 017</th>
<th>Sprinklers</th>
<th>6/10/20</th>
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<td></td>
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Sepagion Construction Co., Inc - Cedar Rapids

Lin County Lift Station

Detailed (with Cost Info) Grouped by Each Number

Potential Change Orders
<table>
<thead>
<tr>
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<td>Applied</td>
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**Summary:**

Not installing the scope at the new main door.

**Notes:**

- Revenue Code: 003
- Task Name: Change Order 811
- Change Order: 911
- Category: Revenue
- PCCO Number: 003
- COR Number: 003
- Reference: 003
- Reason: 003
- Scope: Project # 05-20-002

**Contact:**

- Name: Sample
- Phone: 05-20-002
- Fax: 05-20-002
- Email: sample@email.com

**Construction:**

- Company: Segafog Construction Co., Inc
- Address: Cedar Rapids, IA 52240
- Phone: 05-20-002
- Fax: 05-20-002
- Email: sample@email.com

**Potential Change Orders:**

<table>
<thead>
<tr>
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**Notes:**

- Revenue Code: 003
- Task Name: Change Order 811
- Change Order: 911
- Category: Revenue
- PCCO Number: 003
- COR Number: 003
- Reference: 003
- Reason: 003
- Scope: Project # 05-20-002

**Contact:**

- Name: Sample
- Phone: 05-20-002
- Fax: 05-20-002
- Email: sample@email.com

**Construction:**

- Company: Segafog Construction Co., Inc
- Address: Cedar Rapids, IA 52240
- Phone: 05-20-002
- Fax: 05-20-002
- Email: sample@email.com

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**Notes:**

- Revenue Code: 003
- Task Name: Change Order 811
- Change Order: 911
- Category: Revenue
- PCCO Number: 003
- COR Number: 003
- Reference: 003
- Reason: 003
- Scope: Project # 05-20-002

**Contact:**

- Name: Sample
- Phone: 05-20-002
- Fax: 05-20-002
- Email: sample@email.com

**Construction:**

- Company: Segafog Construction Co., Inc
- Address: Cedar Rapids, IA 52240
- Phone: 05-20-002
- Fax: 05-20-002
- Email: sample@email.com
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**Summary:**

There is a discrepancy in the drawings to be removed but the owner has decided to leave it in place for future use.

**Notes:**

- Revenue Code: 003
- Change Order: 021
- COR Number: 6/15/2020
- Electrical Disconnect: 7/15/2020

**Project:**

- Number: 05-20-002
- Location: Lim County Life Foundation
- Cedar Rapids, IA 52240
- Sepagian Construction Co., Inc - Cedar Rapids

**Delivered (with Contract): Grouped by Each Number**

**Potential Change Orders**
<table>
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<tr>
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**Details (with Cost info) Grouped by Each Number**

Potential Change Orders
Linn County Joint Radio System

MEMORANDUM OF UNDERSTANDING

between

LINN COUNTY, IOWA

and

BUCHANAN COUNTY E911 SERVICE BOARD

THIS MEMORANDUM OF UNDERSTANDING (MOU) is hereby entered into among the above parties. Other parties may be added as interest and necessity demand.

A. PURPOSE:

The purpose of this memorandum of understanding (MOU) is to establish cooperation and cost savings between the county of Linn and the Buchanan County E911 Service Board as Buchanan County E911 Service Board develops their 800 MHz Phase 2 P-25 trunked radio system as designed and implemented by RACOM Corporation. This purpose requires a microwave connection between the Troy Mills Tower Site in the Linn County system and the Rowley Tower Site on the Buchanan Radio system.

B. STATEMENT OF MUTUAL BENEFIT AND INTERESTS:

This Agreement will establish an MOU between Linn County and the Buchanan County E911 Service Board to maintain a microwave radio path that will interconnect the Linn County radio system with the Buchanan County radio system.

The Linn County Radio System is an 800 MHz Phase 1 P-25 trunked radio system from L3Harris Public Safety and Professional Communications. It was installed and is maintained by RACOM. Buchanan County has a signed contract with RACOM to install a L3Harris P-25 county wide radio system. During the RFP process, there was extensive communication between L3Harris, RACOM, Buchanan and Linn about leveraging the network infrastructure to join the two radio networks together, similar to the way in which Linn and Johnson County connected their systems.

Benefits to all agencies involved include a cost savings for both infrastructure costs and on-going maintenance of the system.

Enhanced radio coverage and seamless roaming between systems is of great benefit to all agencies. Interagency/interjurisdiction cooperation is enhanced as the radio user can select a talk group designed for interoperability without using more complicated and technical devices to connect the networks together.
C. IT IS MUTUALLY AGREED AND UNDERSTOOD BY ALL PARTIES THAT:

This instrument in no way restricts the parties from participating in similar activities with other public or private agencies, organizations, and individuals.

This MOU is neither a fiscal nor a funds obligation document. Any endeavor involving reimbursement, contribution of funds, or transfer of anything of value between the parties to this instrument will be handled in accordance with applicable laws, regulations, and procedures including those for government procurement and printing. Such endeavors will be outlined in separate agreements that shall be made in writing by representatives of the parties and shall be independently authorized by appropriate noncompetitive award to the cooperator of any contract or other agreement. Any contract of agreement for training or the services must fully comply with all applicable requirements for competition.

Changes within the scope of this instrument shall be made by the issuance of the bilaterally executed written modification signed by all parties to this MOU.

This instrument is executed as of the last date signed by a signatory of the agreement.

Termination: With a 180-day written notice, any party may terminate this instrument in whole or part at any time.

F. ENDORSEMENT AND SUPPORT:

The signatories of this agreement agree that working together in a cooperative, coordinated approach will result in increased radio system coverage for both counties. Cost savings are realized by a binding maintenance contract with L3Harris PSPC. The parties supporting this agreement understand that this is a statement of consensus and intent that recognizes the respective authorities and policies of the involved entities. Participants agree to the following:

1. Each county is authorized to have a representative attend planning, deployment, and radio system governance meetings of the other’s jurisdiction in order to best plan and coordinate system use and maintenance issues.

2. All members of each County’s radio system will be responsible for their own costs as assigned per their own agreements and contracts.

3. It is recognized that each cooperator has primary responsibility to its own governing body and falls under its jurisdiction.
04/26/20

Date

Bill Wolfgam
Buchanan E-911 Board

Chairperson

Chairperson

Linn County Board of Supervisors