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 request for 2 part time on-call youth leader positions for Juvenile Detention & Diversion Services.

Approve and authorize Chair to sign request for a Full time Intervention Counselor for Juvenile Detention & Diversion Services.

Reports
Receive and place on file the Recorder’s Quarterly Report for April 1 through June 30, 2019.

Resolutions

Contract and Agreements
Approve and authorize Chair to sign a contract between Linn County and the Linn County Early Childhood Iowa (ECI) Board for services provided at the Linn County Child Development Center, effective July 1, 2019 through June 30, 2020, in the amount of $60,885.

Approve and authorize Chair to sign a Certificate of Insurance as required by Linn County’s participation in the Linn County Early Childhood Iowa contract.

Authorize Chair to sign purchase order #5564 for $23,950.00 to CDWG for network switching equipment for the Harris Building.

Authorize Chair to sign purchase order #5565 for $19,200.00 to CDWG for wireless networking equipment for the Harris Building.

Authorize Chair to sign purchase order #5568 for $11,500.00 to Cellsite Solutions to replace the A/C unit at the County Home Road tower.

Licenses & Permits
Regular Agenda

Discuss and Decide on Consent Agenda

Minutes
Discuss and decide on meeting minutes.

Proclamation: 29th Anniversary Celebration of the Americans with Disabilities Act (ADA)

Presentation by Linn County Main Streets programs

Discuss and decide on a proposed professional services contract with Novak Design Group for the Public Service Center renovation project.

Discuss and decide on a resolution authorizing Chair to sign a conveyance of vacated right of way to Forest Grove Farms Ltd. for whatever interest Linn County may have in vacated right-of-way along Forest Grove Road south of E Berry Road in section 28-83-6.

Discuss and decide on a resolution authorizing Chair to sign a Quit Claim Deed conveying to Forest Grove Farms Ltd. whatever interest Linn County, Iowa may have in the vacated right-of-way along Forest Grove Road south of E Berry Road in section 28-83-6.

Discuss and decide authorizing Chair to sign a Quit Claim Deed to Forest Grove Farms Ltd. conveying whatever interest Linn County may have in vacated right-of-way along Forest Grove Road south of E Berry Road in section 28-83-6.

Discuss and decide on a Domain Authorization Letter for the procurement of LinnCounty-IA.gov domain name

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.
RECEIVED
JUL 10 2019
LINN COUNTY HUMAN RESOURCES

VACANCY FORM
SELECT ONE:
☐ NEW POSITION
☐ REPLACEMENT
REPLACES: ___________________________
☐ EXISTING JOB CLASSIFICATION

SELECT ONE:
☐ NEW JOB CLASSIFICATION

JOB TITLE: Part time on-call Youth Leader

DEPARTMENT: JDDS

VACANCY DATE: ___________________________

SHIFT/HOURS: varied - no guaranteed hours

NUMBER OF POSITIONS: 2

NEW POSITION FUNDING SOURCE(S):
We have been forcing overtime on full time staff, this is an attempt to prevent forced overtime - which is also a cost savings in hourly rate pay.

POST TO INSIDE: ☐ YES  ☑ NO

ADVERTISE: ☑ YES  ☐ NO

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

POSITION TYPE:
☐ FULL-TIME  ☑ PART-TIME # of hours/week  ☐ TEMPORARY/SEASONAL

☐ ON-CALL/SUBSTITUTE  ☐ GRANT-FUNDED

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

☐ Attorneys  ☐ Conservation  ☐ Sergeants  ☐ PPME

☐ NON-BARGAINING UNIT (Management and Confidential Employees)

APPROVED BY: ___________________________

DEPARTMENT HEAD (original signature required)

DATE 7-10-19

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: ___________________________

STARTING SALARY: ___________________________

HR DIRECTOR COMMENTS: ___________________________

FINANCE/BUDGET DIRECTOR COMMENTS: ___________________________

APPROVED BY: ___________________________

DATE 7-15-19

HUMAN RESOURCES DIRECTOR

APPROVED BY: ___________________________

DATE 7/17/19

FINANCE/BUDGET DIRECTOR

APPROVED BY: ___________________________

DATE

CHAIRPERSON/BOARD OF SUPERVISORS
RECEIVED
JUL 18 2019
LINN COUNTY
HUMAN RESOURCES

VACANCY FORM

SELECT ONE:
- ☐ NEW POSITION
- ☐ REPLACEMENT

SELECT ONE:
- ☐ NEW JOB CLASSIFICATION
- ☐ EXISTING JOB CLASSIFICATION

JOB TITLE: Intervention Counselor

SHIFT/HOURS: Friday-Tuesday 1-9:30pm

DEPARTMENT: JDDS

NUMBER OF POSITIONS: 1

VACANCY DATE: 7/19/19

NEW POSITION FUNDING SOURCE(S):
Grant contract to provide Detention Alternative and Pre-Charge Diversion Programming to Johnson County.

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

POST TO INSIDE: ☑ YES ☐ NO

ADVERTISE: ☑ YES ☐ NO

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

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

APPROVED BY: ☑ YES ☐ NO

DEPARTMENT HEAD (original signature required)

DATE

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: __________________________ STARTING SALARY: __________________________

HR DIRECTOR COMMENTS: __________________________

FINANCE/BUDGET DIRECTOR COMMENTS: __________________________

APPROVED BY: __________________________

HUMAN RESOURCES DIRECTOR

DATE

APPROVED BY: __________________________

FINANCE/BUDGET DIRECTOR

DATE

APPROVED BY: __________________________

CHAIRPERSON/BOARD OF SUPERVISORS

DATE
July 12, 2019

Recorder’s quarterly report to the Board of Supervisors

I, Joan McCalmant, Recorder/Registrar of Linn County, Iowa, hereby certify the following fees collected by the Linn County Recorder’s Office from April 1, 2019 through June 30, 2019:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Recording fees</td>
<td>$235,720.00</td>
</tr>
<tr>
<td>RVVRS</td>
<td>$ 9,433.25</td>
</tr>
<tr>
<td>ELSI</td>
<td>$  155.50</td>
</tr>
<tr>
<td>Documentary Revenue Tax</td>
<td>$103,157.06</td>
</tr>
<tr>
<td>UCC’s</td>
<td>$  205.00</td>
</tr>
<tr>
<td>Certified copies</td>
<td>$  1,513.00</td>
</tr>
<tr>
<td>Auditor’s transfer</td>
<td>$ 13,340.00</td>
</tr>
<tr>
<td>Vital statistics</td>
<td>$  17,406.00</td>
</tr>
<tr>
<td>Passports</td>
<td>$  33,260.00</td>
</tr>
<tr>
<td>Interest</td>
<td>$    993.15</td>
</tr>
<tr>
<td>Boat titles</td>
<td>$   1,885.00</td>
</tr>
<tr>
<td>Recorder’s automation</td>
<td>$  10,782.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$427,849.96</strong></td>
</tr>
</tbody>
</table>

These fees were sent to the Linn County Treasurer’s Office on July 12, 2019 and are documented on Treasurer’s Receipt#1000069733

Respectfully submitted,

Joan A. McCalmant
Linn County Recorder/Registrar
This Contract for Services is between the Linn County Early Childhood Iowa (ECI) Board and Linn County Board of Supervisors on behalf of Linn County Community Services Child Development Center (CDC) Early Care & Education Supportive Services. Intent is to increase access to full-day full-year high quality 3-5-year-old Wraparound care at Linn County CDC through financial support of provider expenses to enhance families’ efforts to obtain or retain employment.

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 Iowa 52404. Contact Person: ECI Director Phone: #892-5721

1.2 Linn County Board of Supervisors, on behalf of Linn County Community Services Child Development Center (“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: Linn County Child Development Center, 520 11th St. NW, Cedar Rapids, Iowa 52405. Contact Person: Gloria Witzberger Phone: #892-5723

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 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 the 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, 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 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 Maintain NAEYC accreditation or QRS Level 4 or above. Maintain DHS License requirements. Provide proof of the Quality Standard met or License upon request.

3.1.7 Ensure clients meet child age (3-5 five years at time of enrollment) and family income (< 185% of Fed Poverty Level) eligibility requirements and targeted toward families working or enrolled in school/training which necessitates the need for child care.

3.1.8 Ensure that the Linn County ECI funds do not supplant other eligible State and Federal funds for this type of care.

3.1.9 Participate in Contract, discussion of Scholarship options and Progress Report meetings as scheduled by Linn County ECI staff.

3.1.10 Submit a Certificate of Insurance listing Linn County Early Childhood Iowa as “other insured” with the signed contract, unless self-insured by Linn County.

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

3.1.12 Perform Criminal history and Child abuse record check process on personnel and volunteers that serve children in this program.
3.1.13 Cost Allocation: Contractor must appropriately assign costs across the funding sources it receives and provide proof upon request.

3.1.14 Ensure classroom and parent communication materials are culturally responsive.

3.1.15 Operational:
   a) Primary Service: Provide free or low-cost slots or scholarships for At-Risk families in order to primarily increase access to Affordable Quality Full-Day Full-Year care.
   b) Secondary Service: Remove identified barriers so children from At-Risk families can attend Affordable Quality early learning environments (e.g. provide transportation, interpreter/translator, serve special needs, etc).
   c) Provide 244 days of full-day, full year high quality child care. Extended day is average of eleven (11) hours per day ave, Mon-Friday using combination of funding sources. Wraparound hours are typically 12:30-5:30 pm.
   d) Wraparound services are provided at the Linn County Child Development Center.
   e) Use ECI $ to support Assistant Teachers or Lead EC Teacher at the FTE level in the approved budget. Lead Teacher must have a BA in Early Childhood Education and current “Pre-K” Teaching license. Assistant Teacher must have either a Child Development Associate credential or AA degree in Early Education.
   f) Provide nutritious breakfast, lunch and snack to children per CACFP guidelines.
   g) Utilize an evidence-based curriculum and assessment. Regularly assess and report if children are demonstrating age-appropriate skills.
   h) Coordinate access to health and developmental screenings and collect data on referrals for additional services.
   i) Provide at least one (1) parent/teacher conference or home visit per family.
   j) Ensure child attendance policy is in place and implemented.
   k) Collect and report required child and family demographic data.
   l) Report on Quality Measure obtained at Center.

3.2 Output and Performance Measure Goals
   3.2.1 # of unduplicated children ages 3-5 in high quality extended day and year childcare: 10
   3.2.2 % of children in ECI funded care that receive a dental, developmental, social emotional, hearing and vision screenings and if needed referred for additional services: 100%
   3.2.3 % of children in ECI funded care that demonstrate age appropriate skills: 80%
   3.2.4 % of preschool classrooms with ECI children enrolled that have a rating of 3 or higher on the Iowa Quality Rating Scale or 1 or higher in QRIS: 100%
   3.2.5 % of families that receive an in-home visit from Center staff: 100%
   3.2.6 Maintain a High Quality Standard: Goal: NAEYC or Iowa QRS 4
   3.2.7 Utilize an Evidence-based Curriculum and Assessment: Goal is Creative Curriculum and Teaching Strategies GOLD
   3.2.8 Report results of annual Parent Surveys no later than the 3rd Quarter ECI Progress Report.
   3.2.9 Report status of Iowa QRS 5 application no later than the 3rd Quarter ECI Progress Report.

3.3 Monitor and Review Clause
   3.3.1 Progress Report Requirements
   The Contractor shall submit Quarterly Performance Reports, on the format provided by Early Childhood Iowa, via e-mail to designated Early Childhood Iowa Staff. Due Dates of Quarterly Reports are:
   - Oct 12th, Jan 12th, April 12th, 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 Early Childhood Iowa 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 Early Childhood Iowa 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 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 on site by the June 30th end date of the fiscal year. Contractor must return 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 the 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 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 **$60,885 in School Ready General funds**.

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
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.
SECTI0N 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.

Assurance:
Contactor assures the Board that it has been diligent in its efforts to determine that no other funding sources are available to fund the extended hours of childcare provided through this contract.

Linn County Board of Supervisors

________________________________________________________________________

Signature

Printed Name: ____________________________
Title: Chair                                  Date: ____________________________

• Proof of Insurance: County is Self-Insured (include proof from Risk Management Dept)

Linn County Early Childhood Iowa Board

________________________________________________________________________

Signature of Chair

Printed Name: ____________________________
Title: Chair                                  Date: ____________________________
County of Linn, Iowa  
Certificate of Self-Insurance

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

Date:  July 18, 2019

| Insured: | Linn County, its Elected Officials, Employees and Agents  
935 2nd Street S.W.  
Cedar Rapids, IA  52404-2100 |
| --- | --- |

| Type of Self-Insurance Coverage | General Liability  
Auto Liability  
Workers Compensation |
| --- | --- |

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

<table>
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<tr>
<th>Program Description:</th>
<th>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).</th>
</tr>
</thead>
</table>

| Certificate Holder | County of Linn  
Linn County Early Childhood Iowa  
1240 26th Avenue Ct. SW  
Cedar Rapids, IA  52404 |
| --- | --- |

| Date |  
Stacey Walker, Chairperson  
Board of Supervisors  
__________________________  
Date |
COUNTY OF LINN

PROCLAMATION

29TH ANNIVERSARY CELEBRATION OF THE ADA

WHEREAS, the Americans with Disabilities Act (ADA) was signed into law 29 years ago, on July 26th, 1990, by President George H.W. Bush to ensure the civil rights of people with disabilities; and

WHEREAS, on the 29th anniversary of the Americans with Disabilities Act, we celebrate and recognize the progress that has been under the ADA by reaffirming the principles of equality and inclusion for all citizens; and

WHEREAS, this legislation established a clear and comprehensive national mandate for the elimination of discrimination against people with disabilities; and

WHEREAS, over the past 29 years, the ADA has expanded opportunities for Americans with disabilities by reducing barriers, changing perceptions and increasing full participation in community life; and

WHEREAS, the full promise of the ADA will only be reached if the community remains committed to its effort to fully implement the ADA; and

WHEREAS, the ADA is working toward a future in which all doors are open to equality of opportunity, full participation, independent living, integration and economic self-sufficiency for persons with disabilities; and

WHEREAS, July 26th, 2019 is the 29th Anniversary of the ADA and a number of community organizations that work with people with disabilities, have come together to celebrate the promise of hope and freedom envisioned by the ADA;

NOW, THEREFORE, BE IT RESOLVED, that we, the Linn County Board of Supervisors, do hereby reaffirm our commitment to work toward the full inclusion of people with disabilities in community life and proclaim Saturday, July 27, 2019, as The 29th Anniversary Celebration of the ADA in Linn County, Iowa.

Linn County Board of Supervisors

Chairperson
AGREEMENT made as of the First day of July in the year 2019
(In words, indicate day, month and year.)

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

Linn County, State of Iowa
Jean Oxley Public Service Center
935 Second Street SW
Cedar Rapids, IA 52404

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

Novak Design Group, PLC
3801 River Ridge Drive NE
Cedar Rapids, IA 52402
319-393-9334

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

Jean Oxley Public Service Center
Front Entrance Renovation and added subsurface drainage and discharge at Northeast Corner of Building.
Cedar Rapids, IA

The Owner and Architect agree as follows.
The project includes the following:
Removal of the existing revolving door at the buildings main entrance and design for a new entrance vestibule with canopy. Removal and replacement of the existing concrete sidewalk and snow melt system at the main building entrance as well as the concrete sidewalk along the north side of the existing parking lot. The new concrete sidewalk will be placed at the same elevation as the existing parking lot. The striping of the parking lot will be modified adjacent to the replaced concrete sidewalk to provide additional ADA compliant parking stalls.
At the northeast corner of the building a sub-surface drainage system will be installed with the ability to discharge water into existing storm sewer or to pump the water to discharge at grade.

ADDITIONS AND DELETIONS:
The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An Additions and Deletions Report that notes added information as well as revisions to the standard form text is available from the author and should be reviewed. A vertical line in the left margin of this document indicates where the author has added necessary information and where the author has added to or deleted from the original AIA text.
This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.
ARTICLE 1 ARCHITECT’S RESPONSIBILITIES
The Architect shall provide architectural services for the Project as described in this Agreement. The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project. The Architect shall assist the Owner in determining consulting services required for the Project. The Architect’s services include the following consulting services, if any:

Structural Engineering, M2B Structural Engineers; Electrical, Mechanical and Plumbing Engineering, West Plains Engineering; Civil Engineering, Hall & Hall Engineers.

During the Design Phase, the Architect shall review the Owner’s scope of work, budget and schedule and reach an understanding with the Owner of the Project requirements. Based on the approved Project requirements, the Architect shall develop a design, which shall be set forth in drawings and other documents appropriate for the Project. Upon the Owner’s approval of the design, the Architect shall prepare Construction Documents indicating requirements for construction of the Project and shall coordinate its services with any consulting services the Owner provides. The Architect shall assist the Owner in filing documents required for the approval of governmental authorities, in obtaining bids or proposals, and in awarding contracts for construction.

During the Construction Phase, the Architect shall act as the Owner’s representative and provide administration of the Contract between the Owner and Contractor. The extent of the Architect’s authority and responsibility during construction is described in AIA Document A105™-2017, Standard Short Form of Agreement Between Owner and Contractor. If the Owner and Contractor modify AIA Document A105—2017, those modifications shall not affect the Architect’s services under this Agreement, unless the Owner and Architect amend this Agreement.

ARTICLE 2 OWNER’S RESPONSIBILITIES
The Owner shall provide full information about the objectives, schedule, constraints and existing conditions of the Project, and shall establish a budget that includes reasonable contingencies and meets the Project requirements. The Owner shall provide decisions and furnish required information as expeditiously as necessary for the orderly progress of the Project. The Architect shall be entitled to rely on the accuracy and completeness of the Owner’s information. The Owner shall furnish consulting services not provided by the Architect, but required for the Project, such as surveying, which shall include property boundaries, topography, utilities, and wetlands information; geotechnical engineering; and environmental testing services. The Owner shall employ a Contractor, experienced in the type of Project to be constructed, to perform the construction Work and to provide price information.

ARTICLE 3 USE OF DOCUMENTS
Drawings, specifications and other documents prepared by the Architect are the Architect’s Instruments of Service, and are for the Owner’s use solely with respect to constructing the Project. The Architect shall retain all common law, statutory and other reserved rights, including the copyright. Upon completion of the construction of the Project, provided that the Owner substantially performs its obligations under this Agreement, the Architect grants to the Owner a license to use the Architect’s Instruments of Service as a reference for maintaining, altering and adding to the Project. The Owner agrees to indemnify the Architect from all costs and expenses related to claims arising from the Owner’s use of the Instruments of Service without retaining the Architect. When transmitting copyright-protected information for use on the Project, the transmitting party represents that it is either the copyright owner of the information, or has permission from the copyright owner to transmit the information for its use on the Project.

ARTICLE 4 TERMINATION, SUSPENSION OR ABANDONMENT
In the event of termination, suspension or abandonment of the Project by the Owner, the Architect shall be compensated for services performed. The Owner’s failure to make payments in accordance with this Agreement shall be considered substantial nonperformance and sufficient cause for the Architect to suspend or terminate services. Either the Architect or the Owner may terminate this Agreement after giving no less than seven days’ written notice if the Project is suspended for more than 90 days, or if the other party substantially fails to perform in accordance with the terms of this Agreement. Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.
ARTICLE 5 MISCELLANEOUS PROVISIONS
This Agreement shall be governed by the law of the place where the Project is located. Terms in this Agreement shall have the same meaning as those in AIA Document A105–2017, Standard Short Form of Agreement Between Owner and Contractor. Neither party to this Agreement shall assign the contract as a whole without written consent of the other.

Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or the Architect.

The Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

ARTICLE 6 PAYMENTS AND COMPENSATION TO THE ARCHITECT
The Architect’s Compensation shall be:

1. Stipulated Sum of Forty-Nine Thousand Five Hundred Dollars ($49,500)

2. The Owner shall pay the Architect an initial payment of zero ($ 0.00 ) as a minimum payment under this Agreement. The initial payment shall be credited to the final invoice.

3. The Owner shall reimburse the Architect for expenses incurred in the interest of the Project, plus zero percent ( 0 %).

Payments are due and payable upon receipt of the Architect’s monthly invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest from the date payment is due at the rate of one percent (1 %) per month, or in the absence thereof, at the legal rate prevailing at the principal place of business of the Architect.

At the request of the Owner, the Architect shall provide additional services not included in Article 1 for additional compensation. Such additional services may include, but not be limited to, providing or coordinating services of consultants not identified in Article 1; revisions due to changes in the Project scope, quality or budget, or due to Owner-requested changes in the approved design; evaluating changes in the Work and Contractors’ requests for substitutions of materials or systems; providing services necessitated by the Contractor’s failure to perform; and the extension of the Architect’s Article 1 services beyond twelve (12) months of the date of this Agreement through no fault of the Architect.

ARTICLE 7 OTHER PROVISIONS
(Insert descriptions of other services and modifications to the terms of this Agreement.)

Limitation of Liability:
In recognition of the relative risks and benefits of the Project to both the Client and the Consultant, the risks have been allocated such that the Client agrees, to the fullest extent permitted by law, to limit the liability of the Consultant to the Client for any and all claims, losses, costs, damages of any nature whatsoever or claims expenses from any cause or causes, including attorney fees and costs and expert-witness fees and costs, so that the total aggregate liability of the Consultant to the Client shall not exceed $150,000, or the Consultant’s total fee for services rendered on this project, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

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

OWNER (Signature)
Stacey Walker
Chair, Linn County Board of Supervisors
(Printed name and title)

ARCHITECT (Signature)
Gary M. Landhauser AIA
Partner
(Printed name, title, and license number, if required)
RESOLUTION #________

CONVEYANCE OF VACATED RIGHT-OF-WAY

WHEREAS, the Board of Supervisors, Linn County, Iowa, is empowered under §331.361, Code of Iowa, to dispose of the interest of Linn County, in real property, and,

WHEREAS, the Board of Supervisors, Linn County, Iowa, has vacated the portions of right-of-way described as:

LEGAL DESCRIPTION
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.

and,

WHEREAS, Forest Grove Farms Ltd, owner of real property adjacent to the above described parcel of vacated right-of-way desire to obtain whatever interest Linn County, Iowa may have in the above described parcel of vacated right-of-way, and

WHEREAS, the Board of Supervisors, Linn County, Iowa, has pursuant to §331.361, Code of Iowa, conducted a public hearing upon the proposal to convey by quit claim deed whatever interest Linn County, Iowa, may have in the above described parcel of vacated right-of-way.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Supervisors, Linn County, Iowa, this date met in lawful session that whatever interest Linn County, Iowa, may have in the above described parcel of vacated right-of-way shall be conveyed to Forest Grove Farms Ltd, owner of real property adjacent to the above described vacated right-of-way, by quit claim deed.

BE IT FURTHER RESOLVED that the Chairperson of the Board of Supervisors, Linn County, Iowa, hereby authorize to execute said quit claim deed conveying whatever interest Linn County, Iowa, may have in the above described parcel of vacated right-of-way to Forest Grove Farms Ltd.

Dated at Cedar Rapids, Linn County, Iowa, this _____ day of________, 20__.
ATTEST:

Linn County Auditor

STATE OF IOWA  )
COUNTY OF LINN)SS

I, ____________________________, County Auditor of Linn County, Iowa, 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.

Linn County Auditor

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

Notary Public, State of Iowa
RESOLUTION # __________

APPROVE QUIT CLAIM DEED

WHEREAS, there is presented to the Board of Supervisors, Linn County, Iowa, for its approval, a quit claim deed executed and acknowledged by ______________________________, Chairperson of the Board of Supervisors, Linn County, Iowa, and _____________________________________, County Auditor of Linn County, Iowa, conveying the interests of Linn County, Iowa, to Forest Grove Farms Ltd, and

WHEREAS, said deed conveys the following real estate described as follows:

LEGAL DESCRIPTION

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.

and

WHEREAS, said deed was executed by ______________________________, Chairperson of the Board of Supervisors, Linn County, Iowa, and _____________________________________, County Auditor of Linn County, Iowa, pursuant to resolution ________________________ adopted by the Board of Supervisors, Linn County, Iowa, on the ______ day of __________________, 20__,

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 above described quit claim deed, dated the ____ day of ________________, 20__, conveying whatever interest Linn County, Iowa, may have, to Forest Grove Farms Ltd, be and the same is hereby approved.

Resolved this _____ day of __________________, 20__, at Cedar Rapids, Iowa.
ATTEST:

____________________________
Linn County Auditor

STATE OF IOWA   )
COUNTY OF LINN)SS

I, ____________________________, County Auditor of Linn County, Iowa, 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.

________________________________
Linn County Auditor

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

_______________________________________
Notary Public, State of Iowa
QUIT CLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS:

That Linn County, Iowa (Grantor) in consideration of the sum of one dollar and other valuable consideration does hereby quitclaim unto Forest Grove Farms LTD all of the County's right, title, interest, estate, claim and demand in the following described real estate situated in Linn County, Iowa, to-wit:

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.

This transfer is an exempt transaction by a governmental subdivision as transferor pursuant to Iowa Code §428A.2(6).

Signed this 24th day of July, 2019.

LINN COUNTY, IOWA

BY:

Stacey Walker, Chairperson                Joel D. Miller
Linn County Board of Supervisors          Linn County Auditor
STATE OF IOWA  
   )
COUNTY OF LINN  

On this 24th day of July, 2019, before me _______________________, a Notary Public in and for the State of Iowa, personally appeared Stacey Walker and Joel D. Miller, to me personally known, and who, being by me duly sworn, did say that they are the Chairperson of the Board of Supervisors and the County Auditor, respectively, of the County of Linn, Iowa; that the instrument was signed on behalf of the corporation, by authority of its Board of Supervisors, as contained in resolution number adopted by the Board of Supervisors on the 24th day of July, 2019 and Stacey Walker and Joel D. Miller acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

____________________________
NOTARY PUBLIC
STATE OF IOWA
Dear Domain Manager,

As Board of Supervisors Chair for Linn County, Iowa, I formally request that authority over the LinnCounty-IA.gov second-level domain name be delegated to Linn County, Iowa. I attest that I am the highest-ranking official for Linn County, Iowa or have signing rights on behalf of the Board of Supervisors for Linn County, Iowa.

This domain name will be used for official county business (website, email). The use of this domain is consistent with the County of Linn County Internet policy. In addition, I will ensure the content of the requested domain name conforms to the .gov policy.

By requesting this domain name, I acknowledge that I will be responsible for payment of the annual $400 domain fee. I understand that if I wish to retire my domain, I must submit a written request to registrar@dotgov.gov. If a written request is not submitted, I understand that I will continue to be responsible for all accrued domain fees.

The following individuals will be listed as points of contact for LinnCounty-IA.gov. It is understood that the contact information must remain valid and up to date, and that administrative, billing, and technical points of contact will be unique.

Administrative Point of Contact
Phil Lowder
I.T. Director
935 Second Street SW, Cedar Rapids, IA 52404
319.892.5250
Phil.Lowder@linncounty.org

Billing Point of Contact
Joi Alexander
Communications Director
935 Second Street SW, Cedar Rapids, IA 52404
319.892.5118
Joi.Alexander@linncounty.org

Technical Point of Contact
Dominic Roberts
Infrastructure Manager
1240 26th Avenue Ct SW, Cedar Rapids, IA 52404
319.892.5267
Dominic.Roberts@linncounty.org

Security Point of Contact
ITInfrastructure@linncounty.org

Sincerely,

Printed Name

Title