LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA
Wednesday, August 28, 2019
10 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.

Resolutions
A Resolution Establishing General Assistance Program Provisions in Accordance with Chapter 20, Article III, Code of Ordinances, Linn County, Iowa

Resolution to approve Final Plat for Dundee Fourth Addition, Case JF19-0004

Contract and Agreements
Approve and authorize Chair to sign a Shared Road Maintenance and Snow & Ice Control Agreement with the City of Lisbon.

Approve and authorize Chair to sign a contract between Linn County Child Development Center and Hawkeye Area Community Action Program (HACAP) on behalf of Linn County Community Services Child & Youth Development Center for a Family Support Worker to support dually eligible enrolled children effective September 1, 2019 through August 31, 2020 in the amount of $26.95 per hour

Approve and authorize Chair to sign a contract between Cedar Rapids Community School District and PEER Group Program on behalf of the Linn County Community Services Child & Youth Development Center for staff to provide social skills development and referral services through the coordination of resources and cooperative action to support student welfare and academic achievement effective August 1, 2019 through July 31, 2020 in the amount of $20,500.

Approve and authorize Chair to sign a contract between Cedar Rapids Community School District and Linn County Community Services Child & Youth Development Center for the purpose to operate a preschool program pursuant to the Statewide Voluntary Preschool Program for Four-Year Old Children within the Linn County Child Development Center effective August 1, 2019 through July 31, 2020 in the amount of $232,992.

Approve the revisions to the Board of Supervisors Policy FM-038, Investment Policy
Approve and authorize Chair to sign an agreement between Johnson County and Linn County Juvenile Detention & Diversion Services for a Detention Alternative and Pre-charge Diversion Program effective upon signing through June 30, 2020 for an amount of not to exceed $95,000.

Approve and authorize Chair to sign a Memorandum of Understanding and Letter of Intent for Temporary Lease of 6th floor of Veterans’ Memorial Coliseum by Linn County Elections starting March 1, 2020 through November 30, 2020 at a cost of $2,083.33 per month.

Approve and authorize Chair to sign a contract with Baker Group for $35,547 for card access design, programming and materials for the Linn County Community Services Building TI remodel project.

Approve and authorize Chair to sign change order thirteen with Unzeitig Construction for $13,801 for the Linn County Courthouse remodel project for a total contract amount of $7,401,533.87.

**Regular Agenda**

Discuss and Decide on Consent Agenda

Minutes
Discuss and decide on meeting minutes.

Third and Final Reading of an Ordinance Amending Chapter 20 of the Code of Ordinances, Linn County, Iowa by Repealing, Amending, and Adding Sections in Article III Relating to the General Assistance Program.

Discuss and decide on the percentage of participation by property owners for a 2” Hot Mix Asphalt Overlay on Shamrock Woods.

Third and final consideration of Ordinance Amendment, rezoning case JR19-0001, requested by Gary & Carol Dundee, owners & Ryan Dundee, petitioner to rezone 1 acre located at 4202 Drew Ln. from CNR (Critical Natural Resources) district to AG (Agricultural) district.

Discuss professional services for Fillmore Building renovation

**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 will enter into closed session to discuss pending litigation, pursuant to Code of Iowa 21.5(1)(c).

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.
RESOLUTION 2019 –

A RESOLUTION ESTABLISHING GENERAL ASSISTANCE PROGRAM PROVISIONS IN ACCORDANCE WITH CHAPTER 20, ARTICLE III, CODE OF ORDINANCES, LINN COUNTY, IOWA

(SUPERCEDES RESOLUTION 2013-5-89)

WHEREAS, Iowa Code Section 252.25 requires the Board of Supervisors to provide for the assistance of persons in the county who are ineligible for state or federal assistance programs, or who are in immediate need and are awaiting approval from state or federal assistance programs, or whose actual needs cannot be fully met by the assistance furnished under said programs; and,

WHEREAS, Iowa Code Section 252.25 also requires the Board of Supervisors to establish general rules as the Board deems necessary to properly discharge its responsibility under said code section; and,

WHEREAS, Section 20-64, Code of Ordinances, Linn County, Iowa establishes that applicants determined eligible for general assistance shall be granted assistance in an amount and for a duration as determined by resolution of the Linn County Board of Supervisors.

BE IT THEREFORE RESOLVED by Linn County Board of Supervisors that effective upon the passage of this resolution, Resolution 2013-5-89, and any other resolutions, or parts of resolutions, in conflict with the provisions of this resolution are hereby repealed.

BE IT FURTHER RESOLVED by Linn County Board of Supervisors that in place of Resolution 2013-5-89, and any other resolutions, or parts of resolutions, in conflict with the provisions of this resolution, the following limits are established to implement the provisions of Chapter 20, Article III of the Code of Ordinances, Linn County, Iowa.

1. Pursuant Section 20-61(e), Code of Ordinances, Linn County, Iowa, the following shall be considered exempt resources:
   a. Wedding rings from current marriage.
   b. Household furniture and appliances.
   c. One burial lot or funeral trust fund per individual.
   d. Equity in one homestead within Linn County, per applying household, not to exceed $50,000 based on assessed value.
   e. Equity in one motor vehicle registered in Linn County, per applying household, not to exceed $5000 based on Kelly Blue Book trade in value.
   f. Equity in tools and equipment used for self-support by members of the applying household not to exceed $1500.
   g. Equity in personal effects (clothing, jewelry, cell phones, etc.) not to exceed $250 per individual.
Pursuant to Section 20-60(a)(3), Code of Ordinances, Linn County, Iowa, monthly countable income for eligible applying households shall be at or below 100 percent of the Federal Poverty Guidelines for either a one or two-person household, depending on the composition of the applying household. An applying household with one or more dependents will be considered a two-person household when determining income eligibility.

Pursuant to Section 20-60(a)(4), Code of Ordinances, Linn County, Iowa, eligible applying households shall have a non-exempt resource limit of $500.

Pursuant to Section 20-60(b)(4), Code of Ordinances, Linn County, Iowa, unearned income for eligible applying households shall not exceed $150.

Pursuant to Section 20-60(b)(5), Code of Ordinances, Linn County, Iowa, eligible applying households shall have a non-exempt resource limit of $500.

Pursuant to Section 20-61(d), Code of Ordinances, Linn County, Iowa, a transfer of property with a value exceeding $1000 shall make the applying household subject to the provisions of said section.

Pursuant to Section 20-61(e), Code of Ordinances, Linn County, Iowa, a purchase of exempt property with a value exceeding $5000 shall make the applying household subject to the provisions of said section.

Food and Non-Food Assistance provided pursuant to Section 20-64(b) and Section 20-67 Code of Ordinances, Linn County, Iowa, shall be determined by household size, including children, as set out below and shall be available only to eligible applying households meeting the criteria established in Section 20-60 Code of Ordinances, Linn County, Iowa.

Food and Non-Food Assistance shall not include alcohol, tobacco, gambling products or other products as deemed ineligible by the Linn County General Assistance Advisory Board.

- One Individual $30 voucher
- Two Individuals $50 voucher
- Three or more Individuals $70 voucher

In addition to the food and non-food assistance limits established in numbered Paragraph 8 of this Resolution, a household receiving temporary economic assistance may not receive combined assistance for rental unit rent, room rent, transitional housing, mobile home lot rent, home mortgage interest, transportation assistance, and/or utility assistance in excess of $450 per month.
10. An eligible applying household meeting the criteria for temporary economic assistance established in Section 20-60(a), Code of Ordinances, Linn County, Iowa, may receive assistance up to two (2) times in a rolling twelve (12) month period. This means there must be at least twelve months between the first month of assistance and the third month of assistance and so on until said household receives ten months of assistance. Once an eligible applying household receives ten months of assistance, it may receive assistance one (1) time in a rolling twelve-month period so that there must be twelve months between the ninth month of assistance and the eleventh month of assistance, and then twelve months between each month of assistance thereafter.

11. An eligible applying household meeting the criteria established in Section 20-60(b), which is not subject to Section 20-62(c), may receive assistance for the duration of the applicant's disability or up to six (6) consecutive months, whichever is less. Assistance under this provision is available three (3) times total in an applicant's lifetime. Applicants subject to Section 20-62(c) who apply for and diligently pursue supplemental security income (SSI) or social security disability insurance (SSDI) benefits may continue to receive assistance until their application is successful, or until a determination is made at the administrative law judge level that the applicant does not have a qualifying disability.

12. Pursuant to Section 20-64(b) and Section 20-69, funeral expense shall be an amount not to exceed $1000 and shall be conditioned on the provider offering a choice of cremation or traditional burial and the provider accepting the funeral expense amount in full payment of services rendered. Any available cash or cash equivalent held in the name of the deceased person shall be paid to the provider, where possible, and assistance shall be reduced by that amount. If cremation is selected, a funeral director may accept additional money from any family member or friend that desires to purchase an upgraded urn for return of the cremains.

13. In the event of a projected budget shortfall or budget overage, the Director may, under the direction of the General Assistance Advisory Board, temporarily reduce or increase the amount of assistance provided for under this resolution, including adjusting the percentage of the Federal Poverty Guidelines that eligible applying household's income must meet as is necessary to keep the General Assistance program in compliance with its budget for the current fiscal year.

PASSED AND APPROVED this _________ day of ______________________________, 2019.

LINN COUNTY BOARD OF SUPERVISORS

_________________________________________  _________________________________
Stacey Walker, Chair                        Ben Rogers, Vice Chair

_________________________________________
Brent Oleson, Supervisor
ATTEST:

Joel Miller, Linn County Auditor

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

______ Aye    ______ Nay    ______ Abstain, and ________ Absent
LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # _________________________

APPROVING A FINAL PLAT

WHEREAS, a final plat of DUNDEE FOURTH ADDITION (Case #JF19-0004) to Linn County, Iowa, containing two (2) lots, numbered Lot 1 and Lot A, has been filed for approval, a subdivision of real estate located in the NENE of Section 33, Township 85 North, Range 8 West of the 5th P.M., Linn County, Iowa, described as follows:

Beginning at the Northeast Corner of Section 33, Township 85 North, Range 8 West of the Fifth Principal Meridian; thence S0°52'23"E along the east line of the Northeast Quarter of said Section 33, a distance of 304.00 feet; thence S87°59'19"W, 165.00 feet; thence N0°52'23"W to the north line of said Northeast Quarter, 304.00 feet; thence N87°59'19"E along said north line, 165.00 feet to the point of beginning.

WHEREAS, said plat is accompanied by a certificate acknowledging that said subdivision is by, and with the free consent of the proprietors, and is accompanied by a certificate dedicating certain property to the public, as shown on the plat; and

WHEREAS, said plat and its attachments thereto have been found to conform to the requirements of the comprehensive plan and the subdivision ordinance; and the requirements of other ordinances and state laws governing such plats; and

WHEREAS, the following conditions as listed on the Planning and Development Staff Report of May 15, 2019 as last amended on JUNE 17, 2019 have been addressed:

LINN COUNTY SECONDARY ROAD DEPARTMENT
1. Entrance permit required for new entrances and existing unpermitted entrances, Sec.11 and the Unified Development Code, Article IV, Sec. 107-72 § 2 (h)(5). All approved entrances shall be brought into conformance with County standards. One entrance per parcel is allowed. An additional access may be allowed with justification and permit.
2. Dedication of road rights-of-way, County Standard Specifications, Section 5. 40’ of right-of-way on Drew Lane adjacent to development for 25’ from the east property line as shown on the updated final plat.
3. Road agreement with conditions applicable to final plat cases. County Standard Specifications, Section 1.

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

LINN COUNTY PUBLIC HEALTH DEPARTMENT
No conditions to be met.

NATURAL RESOURCES CONSERVATION SERVICE
No conditions to be met.

LINN COUNTY CONSERVATION DEPARTMENT
No conditions or comments.

LINN COUNTY EMERGENCY MANAGEMENT
No conditions to be met.

LINN COUNTY PLANNING AND DEVELOPMENT - ZONING DIVISION
1. Various revisions to the site plan and final plat.
2. 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.

3. This plat lies within the 2 mile jurisdiction of the City of Central City. As per Chapter 354 of the Code of Iowa, a certified resolution by any municipality that has authority to review the plat to either approve the plat or waive its right to review must be provided.

4. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.

5. 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.

6. All conditions of rezoning case JR19-0001 shall be met prior to approval of final plat bound copies.

7. Rezoning case JR19-0001 will be finalized when final plat bound copies are ready to be approved by the Linn County Board of Supervisors.

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 the property that is subject of the permit or development as per Article V, Section 107-91, § (h) of the UDC.
   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. The final plat bound documents must be approved by the Linn County Board of Supervisors on or before JUNE 17, 2020 as 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 UDC. (If previous rezoning, change rezoning staff report to match this date)

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 August 28, 2020 to be valid.

Passed and approved this 28 day of August, 2019.

Linn County Board of Supervisors

____________________________________
Chair

____________________________________
Vice Chair

____________________________________
Supervisor

Aye:
Nay:
Abstain:
Absent:

Attest:

____________________________________
Joel Miller, Linn County Auditor

____________________________________
Linn County Engineer

____________________________________
Brad Ketels, Engineer

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

___ Aye ___ Nay ___ Abstain ___ Absent

______________________________
Joel Miller

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

on this _____ day of ________________________, 2019.

______________________________
Notary Public State of Iowa
COOPERATIVE AGREEMENT
BETWEEN
HAWKEYE AREA COMMUNITY ACTION PROGRAM, INC.
AND
LINN COUNTY CHILD DEVELOPMENT CENTER

EFFECTIVE DATE: September 1, 2019 through August 31, 2020

PURPOSE OF AGREEMENT:

This agreement is made to provide financial assistance and housing for Hawkeye Area Community Action Program Inc. (HACAP) Family Support Worker to support dually-eligible enrolled children at Linn County Child Development Center located at 520 11th Street NW, Cedar Rapids, Iowa. Dually-eligible is defined as children who meet the eligibility requirements of both HACAP Head Start and Linn County Child Development Center (LCCDC).

HACAP Head Start will provide all responsibility for provision of comprehensive, non-classroom Head Start services to Head Start enrolled children. Comprehensive services will include:

- Social Services to families
- Parent Involvement activities
- Health Screening and follow up
- Special Services referral
- Provision of a parent handbook that explains the Head Start comprehensive services

RESPONSIBILITIES:

Linn County Child Development Center agrees:

1. To reimburse HACAP for the Family Support Worker hours worked at $26.95 per hour, twenty hours weekly.
2. To provide use of space located at 520 11th Street NW for comprehensive, non-classroom Head Start services.
3. To provide office space for the HACAP Family Resource Center staff.
4. To work with HACAP Family Support Worker to coordinate Policy Council involvement.

HACAP agrees:

1. To provide supervision of the .5 FTE Head Start Family Support Worker for the hours employed by Head Start.
2. To provide equipment and supplies for all FSW Head Start activities.
3. To maintain cleanliness of space assigned to HACAP Head Start.
4. To provide liability insurance coverage on equipment and persons involved in the programs.
5. Prohibit smoking in the building and on the grounds by staff.

The parties further agree that:

HACAP will send LCCDC a monthly invoice, for which payment will be made by the County within 30 days of receipt. The monthly invoice should be sent to the following address: Linn County Community Services, 1240 26th Avenue Court S.W. Cedar Rapids, Iowa 52404

The parties agree that the Family Support Worker may work up to 40 hours per week the month of August for the enrollment process and upon both parties approval.
Equipment at the Center may be the property of LCCDC or HACAP with each retaining all rights and control of its respective property. The parties agree to use reasonable care to protect supplies and equipment, which belong to either party to protect against unreasonable service and cost.

LCCDC and HACAP agree to hold each other harmless from liability for injury or damages on any type, or any other losses to any person or organization whatsoever, that may arise from the use of the premises in connection with the operations of the herein described activities.

Either party may terminate this agreement at any time for any reason by providing (30) day’s advance written notice.

This agreement constitutes the entire agreement between the parties and shall be binding upon true successors and assignees of HACAP, and the administrators, successors, and assignees of LCCDC.

This agreement shall be construed and enforced in accordance with the laws of the State of Iowa.

The parties acknowledge and agree that if any paragraph, provision, or term of this agreement is deemed illegal or void by any court or other appropriate authority, the remaining provisions of this contract shall remain in full force and effect.

The parties acknowledge and agree that they have carefully read an have had an opportunity to review with legal counsel all the provisions of this agreement, that they completely understand the terms and conditions as set forth in this agreement, and that they have voluntarily executed this agreement of their own free will, act and deed.

**Authorized Representative(s) for Linn County Child Development Center**

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<thead>
<tr>
<th>Board of Supervisor – Linn County</th>
<th>Date</th>
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<tbody>
<tr>
<td>Gloria Witzberger</td>
<td>Date</td>
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<tr>
<td>Director Linn County Child &amp; Youth Development Services</td>
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**Authorized Representatives of Hawkeye Area Community Action Program, Inc.**

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<tr>
<th>Jane Drapeaux, Chief Executive Director</th>
<th>Date</th>
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</table>

| Christi Regan, Early Childhood Program’s Director | Date |
July 16, 2019

Gloria Witzberger  
Linn County Child & Youth Development Services  
520 11th Street NW  
Cedar Rapids, IA 52405

APPROVAL OF AGREEMENT

The Board of Education, at its regular meeting on July 15, 2019, approved the Agreement between the Cedar Rapids Community School District and Linn County Community Services.

Please sign all copies of the Agreement and return two original copies to the Office of the Board Secretary, 2500 Edgewood Road NW, Cedar Rapids, IA 52405.

If you have any questions, please call Jean McDonough at 558-1203.

Sincerely,

[Signature]

Laurel A. Day  
Board Secretary
AGREEMENT BETWEEN
THE CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT
AND LINN COUNTY COMMUNITY SERVICES
FOR ONSITE SERVICES PROVIDED AT DISTRICT BUILDINGS

THIS AGREEMENT is made and entered into on the 15th day of July 2019, by and between the Cedar Rapids Community School District (the “District”) and Linn County Community Services (LCCS). The parties agree as follows:

1. PURPOSE

The purpose of this Agreement is to provide social skills development and referral services through the coordination of resources and other joint and cooperative action between the District and LCCS to support student welfare and academic achievement.

2. TERM

The term of this Agreement shall be from August 1, 2019 to July 31, 2020. The parties hereto agree this Agreement shall be effective upon its execution by both parties following official action of the Board of Education and approval signature from a representative of the organization approved to authorize such agreements.

3. RESPONSIBILITIES OF THE PARTIES

LCCS agrees to the following:

A. Provide services at Grant Wood Elementary School and Nixon Elementary School as indicated in Attachment A, Scope of Services.

Prior written approval of a District Administrator is required to provide services in buildings other than those identified in the Agreement.

B. Contribute to ongoing evaluation of program impact, including monitoring and reporting outcomes as requested by the District that demonstrate student learning, student ownership and equity (i.e. engagement/connectedness, attendance, behavior) as found in Attachment B, Outcomes Measures.

C. Participate in regular meetings to review data and ensure coordination/alignment of services to achieve District academic outcomes.

D. Speak positively about the partnership between the organizations and bring any concerns directly to the appropriate district administrator in a timely manner to facilitate collaborative resolution of barriers.

E. LCCS shall be the sole employer of the employees performing services under this Agreement and shall be solely responsible for the payment of all salaries, benefits, employment taxes, workers' compensation, and all other employment requirements.
However, the District reserves the right to refuse the services of any individual employee of LCCS. The employees of the LCCS shall comply with the policies, rules, and regulations of the District at all times while acting pursuant to the terms of this Agreement, including specifically, but without limitation, rules regarding confidentiality of employee and student records.

F. LCCS employees and agents may have access to confidential data maintained by the District to the extent necessary to carry out its responsibilities under the Agreement. No confidential data collected, maintained, or used in the course of performance of the Agreement shall be disseminated except as authorized by law either during the term of the Agreement or afterwards. LCCS shall return any and all data collected, maintained, created or used in the course of the performance of the Agreement in whatever form it is maintained. LCCS shall notify the District immediately of any instances of which it becomes aware in which the confidentiality of the information has been breached.

G. LCCS will provide replacement staff to the District in the event the regularly scheduled employee is absent or unavailable on an extended absence (generally for more than five consecutive work days). For short-term absences, hours may be shifted to other school days with consent of the parties to ensure that all contracted hours are fulfilled.

H. Submit invoices in conjunction with outcomes reports at least quarterly.

The DISTRICT agrees to the following:

A. Ensure each Building Administrator works collaboratively with LCCS staff to identify and provide access to interior designated spaces that provide adequate privacy and freedom from distractions based on the services provided to meet student needs.

B. Execute a Data Sharing Agreement (if applicable)

C. Identify required output and outcome measures and develop a reporting mechanism for data reports as appropriate.

D. Facilitate a regular meeting to review data, identify and address trends, and coordinate direction and alignment between District goals and agency practices.

E. Speak positively about the partnership between the organizations and bring any concerns directly to the appropriate district administrator in a timely manner to facilitate collaborative resolution of barriers.

F. Funding in the total amount of $20,500 disbursed within 30 days of receipt of an invoice and supporting outcomes documentation.
4. INSURANCE AND INDEMNIFICATION

A. During the duration of this Agreement, LCCS will provide a certificate of insurance (or equivalent insurance document) naming the District as additional insured with general liability insurance limits as follows:

1. **Commercial General Liability (Occurrence Form) – Covering Bodily Injury, Property Damage and Personal Injury:**
   - General Aggregate (other than Prod/Comp Ops Liability) $2,000,000
   - Products/Completed Operations Aggregate $2,000,000
   - Personal & Advertising Injury Liability $1,000,000
   - Each Occurrence $1,000,000

   - Please list the Cedar Rapids Community School District as an Additional Insured on a primary and noncontributory basis.
   - Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District
   - Governmental Immunities Endorsement should also be included covering:
     a) Non-waiver of Government Immunity
        The insurance carrier expressly agrees and states that the purchase of this policy, including the Cedar Rapids Community School District as an Additional Insured, does not waive any of the defenses of governmental immunity available to the Cedar Rapids Community School District under Iowa Code as it now exists and as it may be amended.
     b) Claims Coverage
        The insurance carrier further agrees that this insurance policy shall cover only those claims not subject to the defense of governmental immunity under the Iowa Code as it now exists and as it may be amended.
     c) Assertion of Government Immunity
        The Cedar Rapids Community School District shall be responsible for asserting any defense of governmental immunity and may do so at any time and shall do so upon the timely written request of the insurance carrier.
     d) Non-Denial of Coverage
        The insurance carrier shall not deny coverage under this policy or any of the rights and benefits accruing the Cedar Rapids Community School District under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the Cedar Rapids Community School District.
     e) No Other Change in Policy
        The insurance carrier and the Cedar Rapids Community School District agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

2. **Automobile Liability – Covering All Owned, Non-Owned, Hired & Leased Vehicles:**
   Combined Single Limit for Bodily Injury and Property Damage $1,000,000 per accident

   - Please list the Cedar Rapids Community School District as an Additional Insured
   - Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District

3. **Workers Compensation and Employer’s Liability**
   Workers’ Compensation State Statutory Limits
   Employer’s Liability – Bodily Injury By Accident $100,000 each accident

Last Updated: 07/2019

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Employer’s Liability – Bodily Injury by Disease $500,000 policy limit
Employer’s Liability – Bodily Injury by Disease $100,000 each employee

- Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District

4. **Umbrella Liability:**
   - Per Occurrence $1,000,000
   - Aggregate $1,000,000
   - Please list the Cedar Rapids Community School District as an Additional Insured on a primary and noncontributory basis.
   - Please also include a Waiver of Subrogation in favor of the Cedar Rapids Community School District
   - Higher Umbrella Limits may be required based on your contract with the Cedar Rapids Community School District.

5. **Professional Liability:**
   - Per Occurrence $1,000,000
   - Aggregate $1,000,000

B. The District will indemnify and hold harmless **LCCS** from and against any and all losses, costs, damages and expenses, including reasonable attorneys' fees and expenses, occasioned by, or arising out of, the District's negligence or willful misconduct in the performance of its duties under this Agreement.

C. **LCCS** will indemnify and hold harmless the District from and against any and all losses, costs, damages and expenses, including reasonable attorneys' fees and expenses, occasioned by, or arising out of, **LCCS** negligence or willful misconduct in the performance of its duties under this Agreement.

5. **ADMINISTRATION**

A. No separate legal or administrative entity shall be created by this Agreement. The Executive Director of Equity shall be designated as the administrator of the Agreement.

B. The site advisory group, **Mental Health Resource Management Team**, shall exist in the spirit of cooperation whose purpose is to meet on an as needed basis to proactively address any issues or concerns that may exist from time to time. The site advisory group shall consist of a representative from the parties defined within this Agreement and other parties as mutually agreed.

C. No separate budget shall be established in connection with this Agreement.

6. **ACKNOWLEDGEMENT AND CERTIFICATION OF BACKGROUND CHECK**

A. **LCCS** is providing services to the District as an independent contractor or is operating or managing the operations of an independent contractor. The services provided by **LCCS** may
involve the presence of the LCCS employees or volunteers upon the real property of the schools of the District.

B. **LCCS** acknowledges that the law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. **LCCS** further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or volunteer at the schools of the District.

C. **LCCS** hereby certifies that no one who is an owner, operator or manager of **LCCS** has been convicted of a sex offense against a minor. **LCCS** further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

D. This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion hereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

E. In signing this Acknowledgment and Certification, the person signing on behalf of **LCCS** hereby acknowledges that he/she has read this entire document that he/she understands its terms, and that he/she has signed it knowingly and voluntarily.

7. NON-DISCRIMINATION ASSURANCE

A. **LCCS** will take steps to assure that discrimination on the basis of race, color, national origin, sex, religion, creed, marital status, sexual orientation, gender identity, socioeconomic status or English language skills does not occur per Cedar Rapids Community School District Board of Education Policy 102.

8. TERMINATION

A. Termination for Cause. The occurrence of any one or more of the following events shall constitute cause for either party to declare the other party in default of its obligations under the Agreement:

   a. Failure to make substantial and timely progress toward performance of the Agreement.
   b. Failure of the party's work product and services to conform with any specifications noted herein.
   c. Any other breach of the terms of this agreement.

B. Notice of Default. If there occurs a default event under Section 8A, the non-defaulting party shall provide written notice to the defaulting party requesting that the breach or noncompliance be immediately remedied. In the event that the breach or
noncompliance continues to be evidenced ten days beyond the date specified in the written notice, the non-defaulting party may either:

a. Immediately terminate the Agreement without additional written notice; or,

b. Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.

C. In either event, the non-defaulting party may seek damages as a result of the breach or failure to comply with the terms of the Agreement.

D. Disposition of Property. Upon the expiration or earlier termination of this Agreement, each party shall have sole custody and use of its respective property.

9. CONTACT PERSON

The Contact Persons shall serve until the expiration of the Agreement or the designation of a substitute Contact Person. During the term of this Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement. Any amendments to the Agreement will be in writing, signed and dated by the Contact Persons or authorized representative. The Contact Persons are as follows:

**Adam Zimmermann**
Executive Director of Middle Level Education and Community Partnerships
Cedar Rapids Community School District
2500 Edgewood Rd NW
Cedar Rapids, IA 52405
azimmermann@crschools.us
(319) 558-4261

**Gloria Witzberger**
Director
Linn County Child & Youth Development Services
520 11th St NW
Cedar Rapids, Iowa 52405
319-892-5723
Gloria.witzberger@linncounty.org

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**Cedar Rapids Community School District**

By: ____________________________
Board Secretary (on behalf of the CRCSD Board of Education)

Date: July 15, 2019

**Linn County Community Services**

By: ____________________________
Executive Director

Date: ____________________________

Last Updated: 07/2019
ATTACHMENT A
SCOPE OF WORK

Provide Trauma Informed services including:

- A minimum of four after-school social skills development groups (two Fall, two Spring) through the school-based Peer Group Program using the Walker Social Skills curriculum that connect students and families to the School to Home program and community-based Peer Group Program.
- The groups will meet once per week after school with at least seven students from Grant Wood Elementary and seven students from Nixon Elementary defined as at-risk based on district criteria.
APPENDIX B
OUTCOME MEASURES

The following outcome measures will be reported to the district on a quarterly basis:

- Names of students referred
- Names of students enrolled/served
- Number of staff coaching/training sessions provided
- Number of staff coached/trained
- Aggregate assessment, pre/post-test and demographic data that provides an overview of students served

The fourth quarter report should also include data that demonstrates student improvement in knowledge, attitudes, or skills that contribute to academic success and improved staff capacity to support the academic success of at-risk students.
This Agreement is entered between the Cedar Rapids Community School District (hereinafter District) and Iowa and Linn County Development Center (hereinafter LCCDC).

BE IT THEREFORE RESOLVED, by the District and LCCDC there will be established this Agreement pursuant to Chapter 28E of the Iowa Code with the following terms and conditions:

PURPOSE

The purpose of this Agreement is to operate a preschool program pursuant to the Statewide Voluntary Preschool Program for Four-Year Old Children (hereinafter Program).

PROGRAM REQUIREMENTS

A. The Program will be jointly administered by the District and LCCDC. The District and LCCDC will collaboratively evaluate and assess the programming and needs of the Program. The District and LCCDC will cooperate with each other to ensure that the Program is in compliance with the program accountability requirements set out in Iowa law.

B. The Program shall consist of 4 classroom each providing services to 18 students in an 8:30A – 12:30P on Monday - Friday from August 1, 2019 – June 1, 2020 (excluding days/holidays specified in the preschool calendar).

C. Only students who will be four years of age on or before September 15, 2019, will be allowed to enroll in the Program. Priority enrollment will be given to families at or below the 130% poverty level.

D. The District and LCCDC will cooperate regarding student records for students enrolled in the Program. The District will maintain all educational records as required by the law as information is requested by the Department of Education. The District, LCCDC, and their respective employees, will be responsible for maintaining the confidentiality of any education records as required by law. The parties will furnish each other with any necessary documentation needed to comply with each party’s federal and state standards, regulations, and requirements, including, but not limited to, free and reduced lunch applications, enrollment reports and attendance reports. LCCDC will provide the District with all initial enrollment forms by September 15, 2019 in order for the District to meet the October 1 state count date.
TERM

The term of this Agreement will be from August 1, 2019, to June 30, 2020. The parties may renew this Agreement for subsequent school years upon the written agreement of the parties. Either party may terminate this Agreement with or without cause upon sixty (60) days written notice to the other, and in that event, no further payment will be due or payable from the District to LCCDC for services or expenses after the date of termination.

RESPONSIBILITIES OF THE PARTIES

LCCDC SHALL:

A. LCCDC is a child development center, which has been approved and licensed by the Department of Human Services (DHS). LCCDC agrees that during the term of this contract and any subsequent renewal it shall maintain such approval and licensing and will abide by all licensing requirements of DHS. If at any time LCCDC shall no longer be DHS approved or licensed, CRCSD may terminate this Contract immediately without prior notice, and no further payment will be due from CRCSD after the date of termination.

B. Provide one classroom, which will have access to appropriate restroom facilities and a playground area.

C. Provide for each classroom one (1) teacher who is appropriately licensed by the Iowa Board of Educational Examiners. The teacher assigned to the Program will not be a District employee but will be a LCCDC employee. The LCCDC classroom teacher will be evaluated by an appropriately qualified administrator of LCCDC based upon the requirements set out in Iowa law. The LCCDC classroom teacher will be responsible for the following:

   i. Ensuring the approved curriculum is taught;
   ii. Overseeing the implementation of the curriculum;
   iii. Overseeing the implementation of the Program assessment system;
   iv. Providing at least ten (10) hours per week of intentional instruction directly related to the program’s curriculum, such time to be exclusive of recess, as required by Iowa law.

D. Ensure one (1) teacher is present during Program times in the classroom at LCCDC. A minimum of one (1) teacher associate and one (1) teacher will be present when 11-20 children are present. LCCDC will make sure there will be no more than 18 children per classroom.
E. Provide one (1) teacher associate for the classroom who will be available to work with the teacher and children while the children are in session from 8:30A – 12:30P on Monday - Friday. The teacher associate assigned to the Program will not be a District employee but will be a LCCDC employee. The teacher associate from LCCDC will attend mandatory professional development opportunities provided by the District per schedule. The teacher associate will meet highly qualified standards or be working on meeting this standard. The LCCDC teacher associate will be evaluated by an appropriately qualified administrator of LCCDC based upon the requirements set out in Iowa law.

F. Provide adequate and appropriate materials and supplies for the Program. The District and LCCDC will cooperatively agree on any materials and supplies which are purchased. The materials and supplies purchased with the Statewide Voluntary Preschool Program funds will become the property of the District.

G. Submit monthly attendance records to the District’s office by the 10th of each month for the previous month.

H. Send the CUM folders for each child participating in the Program to the District’s office by June 1, 2020.
SEX OFFENDER PROVISION:
Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Contractor and all sub-contractors acknowledge and certify that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or sub-contractor at the schools of the District.

The Contractor and all sub-contractors shall provide a signed original of an Acknowledgment and Certification letter (provided at the end of this document.) No worker of the Contractor or any sub-contractor will be allowed to work on site until this letter is received by the District.

INSURANCE AND INDEMNIFICATION
During the duration of this Agreement, LCCDC will provide a certificate of insurance, (or equivalent insurance document) naming the District as additional insured with general liability insurance limits of $2,000,000.

To the extent permitted by law, the District will indemnify and hold harmless LCCDC from and against any and all losses, costs, damages and expenses, including reasonable attorneys' fees and expenses, occasioned by, or arising out of, the District's negligence or willful misconduct in the performance of its duties under this Agreement.

LCCDC will indemnify and hold harmless the District from and against any and all losses, costs, damages and expenses, including reasonable attorneys' fees and expenses, occasioned by, or arising out of the LCCDC negligence or willful misconduct in the performance of its duties under this Agreement.

THE DISTRICT SHALL:

A. The District will provide an approved curriculum, The Creative Curriculum, for the Program.

B. The District will provide guidance for the Iowa Quality Preschool Program Standards to be implemented by LCCDC teachers and teacher associates.

C. The District will maintain the required assessment system, Teaching Strategies GOLD, for the Program.
PROGRAM PAYMENTS

A. LCCDC agrees not to charge participants in the program tuition or fees for any portion of the 2.5-hour program during the program school year extending from August 1, 2019 – June 1, 2020. LCCDC may charge tuition or fees for extended-hour childcare services offered outside of the 4 hours of morning CRCSD-funded preschool instruction.

B. The following list itemizes for the term of this contract: (a) each category of allowable reimbursement to LCCDC for the Program; (b) the maximum reimbursable amount allowable for each category based on a projected enrollment of 72 four-year-old children; and (c) the maximum total reimbursement for the Program. If the number of four-year-old children enrolled in the Program as of October 1, 2019 is less than 72, the maximum reimbursable amount for each category will be reduced on a pro rata basis. For example, if only 18 four-year-old children are enrolled on October 1, 2019 the maximum for each category will be changed to 18/72 of the stated maximum, and such maximums will apply throughout the term of the contract. No changes in the maximum reimbursable amount for any category will be made in the event of enrollment changes after October 1, 2019.

C. LCCDC will invoice the District by the 10th of each month, separately itemizing actual expenditures for each approved category for the preceding month. The District will make payment to LCCDC within ten (10) days after receipt of the invoice. If at the conclusion of this Agreement, LCCDC’s expenditures for any category are less than the maximum reimbursable amount stated for that category for the term of the Agreement, the District will not make any additional payments to LCCDC for that category. If at the conclusion of this Agreement LCCDC expenditures for any category are more than the maximum reimbursable amount stated for that category for the term of the Agreement, the District will not make any additional payments to LCCDC for that category. A Claim Form and Budget Revision Form will be provided to LCCDC at the commencement of the Agreement. LCCDC will submit all invoices to the District by June 10.

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>ALLOWABLE REIMBURSEMENT</th>
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</thead>
<tbody>
<tr>
<td>GOLD Subscriptions</td>
<td>$792</td>
</tr>
<tr>
<td>LCCDC staff costs</td>
<td>$</td>
</tr>
<tr>
<td>Purchased Services</td>
<td>$</td>
</tr>
<tr>
<td>Supplies &amp; Materials</td>
<td>$</td>
</tr>
<tr>
<td>Professional Development</td>
<td>$</td>
</tr>
<tr>
<td>(Includes subs and materials)</td>
<td></td>
</tr>
<tr>
<td>Total Costs</td>
<td>$232,992</td>
</tr>
</tbody>
</table>

*Per pupil rate budget page will be amended after July 1, 2019 when the state sets the rate.*
MISCELLANEOUS PROVISIONS

A. The parties acknowledge and agree that if any paragraph, provision or term of this Agreement is deemed illegal or void by any court or other appropriate authority, the remaining provisions of this Agreement shall remain in full force and effect.

B. The terms of this Agreement may be amended at any time by mutual agreement of the parties.

C. No separate legal or administrative entity shall be created by this Agreement. The District’s Executive Director PK -5, Eric Christenson and LCCDC’s Gloria Witzberger shall serve as co-administrators of this Agreement.

D. The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.

The foregoing terms are agreed to and accepted by the Cedar Rapids Community School District and Linn County Child Development Center.

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

By: ______________________________

Its: ______________________________

Date: _____________________________

LINN COUNTY CHILD DEVELOPMENT CENTER

By: ______________________________

Its: ______________________________

Date: _____________________________
NON-DISCRIMINATION POLICY

Cedar Rapids Community School District offers Career and Technical Education programs in Arts, Communications, and Information Systems; Applied Sciences, Technology, Engineering, and Manufacturing, including Transportation, Distribution, Logistics, Architecture, and Construction; Health Sciences; Human Services; and Business, Finance, Marketing, and Management. Admission to these programs is based on interest, age appropriateness, course pre-requisites, and class space available.

It is the policy of Cedar Rapids Community School District not to discriminate on the basis of race, color, national origin, sex or handicap in its Career and Technical Education programs, services or activities as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.

It is the policy of the Cedar Rapids Community School District not to illegally discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (employment only), marital status, sexual orientation, gender identity, and socioeconomic status (students/program only) in its educational programs and its employment practices.

Cedar Rapids Community School District will take steps to assure that lack of English language skills will not be a barrier to admission and participation in all Career and Technical Education programs.

There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy, please contact Rod Dooley, Executive Director of Equity, (RDooley@crschools.us), and/or Linda Noggle, Executive Director of Talent Management, (LNoggle@crschools.us), Educational Leadership and Support Center, 2500 Edgewood Rd NW, Cedar Rapids, IA. (319) 558-2000.

For more information about Career and Technical Education classes, contact Tara Troester, Career and Technical Education Facilitator ttroester@crschools.us at 319-558-1222 or mailing address 2500 Edgewood Rd NW, Cedar Rapids, IA 52405-1015.
ACKNOWLEDGMENT AND CERTIFICATION

_____________________________________

(name of contractor/sub-contractor) ("Company") is providing services to
the Cedar Rapids Community School District ("District") as a contractor or is operating or
managing the operations of a contractor. The services provided by the Company may
involve the presence of the Company’s employees upon the real property of the schools of
the District.

The Company acknowledges that the law prohibits a sex offender who has been convicted
of a sex offense against a minor from being present upon the real property of the schools of
the District. The Company further acknowledges that, pursuant to law, a sex offender who
has been convicted of a sex offense against a minor may not operate, manage, be employed
by, or act as a contractor or volunteer at the schools of the District.

The Company hereby certifies that no one who is an owner, operator or manager of the
Company has been convicted of a sex offense against a minor. The Company further agrees
that it shall not permit any person who is a sex offender convicted of a sex offense against a
minor to provide any services to the District in accordance with the prohibitions set forth
above.

This Acknowledgment and Certification is to be construed under the laws of the State of
Iowa. If any portion hereof is held invalid, the balance of the document shall,
notwithstanding, continue in full legal force and effect.

In signing this Acknowledgment and Certification, the person signing on behalf of the
Company hereby acknowledges that he/she has read this entire document that he/she
understands its terms, and that he/she has signed it knowingly and voluntarily.

Dated: __________________________

_____________________________________

[Name of contractor/sub-contractor]

By: ________________________________

Printed Name: ________________________________

Title: ________________________________
I. PURPOSE/OBJECTIVE
The primary objectives, in order of priority, of all investment activities involving the financial assets of the County shall be the following:

1. Safety: safety and preservation of capital in the overall portfolio.
2. Liquidity: maintaining the necessary liquidity to match expected liabilities.
3. Return: obtaining a reasonable return.

II. SCOPE
This policy shall apply to all operating funds, bond proceeds, and other funds and all investment transactions involving operating funds, bond proceeds and other funds accounted for in the financial statements of Linn County (the “County”). Applicable law and this written Investment Policy must authorize each investment made pursuant to this Investment Policy.

The investment of bond funds or sinking funds shall comply not only with this Investment Policy, but also be consistent with any applicable bond resolution.

This Investment Policy is intended to comply with Iowa Code Sections 11.6, 12B.10, 12B.10A, 12B.10B, 12B.10C, Iowa Code Chapter 12C, and all other applicable law.

Upon passage and upon future amendment, if any, copies of this Investment Policy shall be delivered to all the following:
1. The County Board of Supervisors.
2. All depository institutions or fiduciaries for public funds of the County.
3. The external auditor engaged to perform the audit of any fund of the County.
4. All third parties assisting with or facilitating investments of the funds of the County.

III. DEFINITIONS

Agent: individual authorized by another person, called the principal, to act on behalf of the latter, in transactions involving a third party.

Certificate of Deposit (CD): a time deposit, a financial product offered consumers in the United States by depository institutions. CDs have specific, fixed terms (monthly, three months, six months, or one to five years) and, usually at a fixed interest rate.

Commercial Paper: short-term obligation with maturities ranging from 2 to 270 days issued by banks, corporations, and other borrowers to investors with temporarily idle cash. Such instruments are unsecured and usually discounted, although some are interest-bearing.

Custodial Agreement: arrangement under which a nominee or registered owner holds an asset or property as a custodian on behalf of an actual owner (beneficial owner). Such agreements are generally entered into by state agencies to administer various benefit programs.

Delivery Versus Payment (DVP): securities industry procedure common with institutional accounts whereby delivery of securities sold is made to the buying customer’s bank in exchange for payment, usually cash.

Depository Institution: a financial institution in the United States (such as a savings bank, commercial bank, savings and loan association, or credit union) that is legally allowed to accept monetary deposits from customers. An example of a non-depository institution is a mortgage bank. While licensed to lend, a mortgage bank cannot accept deposits.

Derivative: a security whose price is dependent upon or derived from one or more underlying assets. A derivative itself is a contract between two or more parties. Its value is determined by fluctuations in the underlying asset. The most common underlying assets include stocks, bonds, commodities, currencies, interest rates, and market indexes. Most derivatives are characterized by high leverage.

Fiduciary: person, company, or association holding assets in trust of a beneficiary.

Futures Contract: agreement to buy or sell a specific amount of a commodity or financial instrument at a particular price on a stipulated future date.
**Iowa Public Agency Investment Trust (IPAIT):** professionally managed common law trust organized and operated as a diversified open-end management investment company created with the objective of providing Iowa cities, counties, city utilities, and other eligible participants with a convenient method for investing their funds in a manner that will maximize current income consistent with safety of principal and the required degree of liquidity for operating funds.

**Open – End Management Investment Company:** Investment Company that sells mutual funds to the public. The terms arise from the fact that the firm continually creates new shares on demand. Mutual fund shareholders buy shares at net asset value and can redeem them at any time at the prevailing market price, which may be higher or lower than the price at which the investor bought.

**Operating Funds:** those funds that are reasonably expected to be expended during the current budget year or within fifteen (15) months of receipt.

**Option:** right to buy or sell property that is granted in exchange for an agreed-upon sum. If the right is not exercised after a specified period, the option expires and the option buyer forfeits the money.

**Portfolio:** combined holding of more than one stock, bond, commodity, real estate investment, cash equivalent, or other asset by an individual investor.

**Prime Banker’s Acceptance:** time draft drawn on and accepted by a bank, the customary means of effecting payment for merchandise sold in import-export transactions and a source of financing used extensively in international trade.

**Repurchase (Repo) Agreement:** agreement between a seller and a buyer, usually of U.S. Government securities, whereby the seller agrees to repurchase the securities at an agreed upon price and, usually at a stated time.

**Reverse Repurchase Agreement:** the purchase of securities with agreement to sell them at a higher price at a specific future date. For the party selling the security (and agreeing to repurchase it in the future) it is a repo; for the party on the other end of the transaction (buying the security and agreeing to sell in the future) it is a reverse repurchase agreement.

**Safekeeping:** storage and protection of a customer’s financial assets, valuables, or documents, provided as a service by an institution serving as agent and, where control is delegate by the customer, also as custodian.

**Sinking Fund:** a fund established by a government or business for the purpose of reducing debt by repaying or purchasing outstanding loans and securities held against the entity.
**Speculation:** assumption of risk in anticipation of gain but recognizing a higher than average possibility of loss.

### IV. INDEX OF POLICY SECTIONS

- **Section V** Delegation of Authority
- **Section VI** Prudence
- **Section VII** Instruments Eligible for Investment
- **Section VIII** Prohibited Investments and Investment Practices
- **Section IX** Investment Maturity Limitations
- **Section X** Diversification Requirements
- **Section XI** Safekeeping and Custody
- **Section XII** Ethics and Conflict of Interest
- **Section XIII** Reporting
- **Section XIV** Investment Policy Review and Amendment

### V. DELEGATION OF AUTHORITY

In accordance with Iowa Code Sections 12B.10 and 12C.1, the responsibility for conducting investment transactions resides with the Treasurer of Linn County (the “Treasurer”). Only the Treasurer, a Deputy of the Treasurer, and those authorized in writing by the Treasurer may invest public funds. A copy of any empowering documentation shall be attached to this investment policy. All contracts or agreements with outside persons investing public funds, advising on the investment of public funds, directing the deposit or investment of public funds, or acting in a fiduciary capacity for the County shall require the outside person to notify the County, in writing, within thirty (30) days of all communications from the auditor of the outside person, or any regulatory authority, of the existence of a material weakness in the internal control structure of the outside person, or of any regulatory orders or sanctions regarding the type of services being provided to the county by the outside person.

The records of investment transactions made by or on behalf of Linn County are public records and are the property of the County whether in the custody of the County or in the custody of a fiduciary or other third party.

The Treasurer shall establish a written system of internal controls and investment practices. The controls shall be designed to prevent losses of public funds, to document those officers and employees of the Treasurer responsible for elements of the investment process, and to address the capability of investment management. The controls shall provide for receipt and review of the audited financial statements and related reports on internal control structure of all outside persons performing any of the following for this public body:
1. Investing public funds.
2. Advising on the investment of public funds.
3. Directing the deposit or investment of public funds.
4. Acting in a fiduciary capacity for Linn County, Iowa.

A Bank, Savings and Loan Association, or Credit Union providing only depository services shall not be required to provide audited financial statements and related reports on internal control structure.

The Treasurer shall establish an Investment Committee whose purpose shall be to assist in creating an investment strategy, reviewing quarterly the investment statements and policies, and assisting in the selection and retention of professional advisors or consultants to the portfolio. The Committee shall consist of the Treasurer, a Deputy Treasurer, the County Finance Director, and the County Budget Director. Unanimous approval of the Investment Committee shall be required for single investments in excess of five million dollars.

The Treasurer and all employees authorized to place investments shall be covered by either individual bonds or a blanket bond or insurance policy pursuant to Iowa Code Sections 64.10 and 64.15 in a total amount of not less than five million dollars.

VI. PRUDENCE
The County Treasurer, when investing or depositing public funds, shall exercise the care, skill, prudence, and diligence under the circumstances then prevailing that a person acting in a like capacity and familiar with such matters would use to attain the Section I investment objectives. This standard requires that when making investment decisions, the Treasurer shall consider the role that the investment or deposit plays within the portfolio of financial assets of the County and the investment objectives stated in Section I.

VII. INSTRUMENTS ELIGIBLE FOR INVESTMENT
Financial assets of the County may be invested in the following:

1. Interest-bearing savings accounts, interest bearing money market accounts, and interest-bearing checking accounts at any bank, savings and loan association or credit union in the State of Iowa. Each financial institution shall be properly declared as a depository by resolution of the Linn County Board of Supervisors. Deposits in any financial institution shall not exceed the maximum amounts approved by the resolution.
2. Obligations of the United States government, its agencies and instrumentalities.
3. Certificates of deposit and other evidences of deposit at federally insured Iowa depository institutions approved pursuant to Iowa Code Chapter 12C.
4. Iowa Public Agency Investment Trust (IPAIT).
5. Prime bankers’ acceptances that mature within 270 days of purchase and that are eligible for purchases by a Federal Reserve Bank.

6. Commercial paper or other short-term corporate debt that matures within 270 days of purchase and is rated within the two highest classifications, established by a least one of the standard rating services approved by the superintendent of banking rules adopted pursuant to Iowa Code Chapter 17A.

7. Repurchase agreements, provided that the underlying collateral consists of obligations of the United States government, its agencies and instrumentalities, and provided that the County Treasurer takes delivery of the collateral either directly or through an authorized custodian.

8. An open-end management investment company, organized in trust form, registered with the Securities and Exchange Commission under the federal Investment Company Act of 1940, 15 U.S.C. 80(a) and operated in accordance with 17 C.F.R. Section 270.2a-7.

9. Property tax payments may be deposited in non interest-bearing accounts.

All instruments eligible for investment are further qualified by all other provisions of this Investment Policy, including Section IX, Investment Maturity Limitations and Section X, Diversification Requirements.

VIII. PROHIBITED INVESTMENTS AND INVESTMENT PRACTICES

Assets of the County shall not be invested in the following:

1. Reverse repurchase agreements.
2. Futures and options contracts.
3. Derivatives

Assets of the County shall not be invested pursuant to the following investment practices:

1. Trading of securities for speculation or the realization of short-term trading gains.
2. Pursuant to a contract providing for the compensation of an agent or fiduciary based upon the performance of the invested assets.
3. If a fiduciary or third party with custody of public investment transaction records of the County fails to produce requested records when requested by the County within a reasonable time, the County shall make no new investments with or through the fiduciary or third party and shall not renew maturing investments with or through the fiduciary or third party.
IX. INVESTMENT MATURITY LIMITATIONS

Operating Funds must be identified and distinguished from all other funds available for investment. Operating Funds are defined as those funds that are reasonably expected to be expended during a current budget year or within fifteen (15) months of receipt.

All investments authorized in Section VII are subject to the following maturity limitations:

1. Operating Funds may be invested only in instruments authorized in Section VII of this Investment Policy that mature within three hundred ninety-seven (397) days.

2. The Treasurer may invest funds of the County that are not identified as Operating Funds in investments with maturities longer than three hundred ninety-seven (397) days. However, all investments of the County shall have maturities that are consistent with the needs of the County and the strategy of the County Investment Committee.

X. DIVERSIFICATION REQUIREMENTS

Certain other instruments if held by the County are subject to the following diversification requirements:

Prime bankers’ acceptances:

1. At the time of purchase, no more than ten percent (10%) of the investment portfolio of the County shall be invested in prime bankers’ acceptances.

2. At the time of purchase, no more than five percent (5%) of the investment portfolio of the County shall be invested in the securities of a single issuer.

Commercial paper or other short-term corporate debt:

1. At the time of purchase, no more than ten percent (10%) of the investment portfolio of the County shall be in commercial paper or other short-term corporate debt.

2. At the time of purchase, no more than five percent (5%) of the investment portfolio of the County shall be invested in the securities of a single issuer.

3. At the time of purchase, no more than five percent (5%) of all amounts invested in commercial paper and other short-term corporate debt may be invested in paper and debt rated in the second highest classification.
Where possible, it is the policy of the County to diversify its investment portfolio. Assets shall be diversified to eliminate the risk of loss resulting from over concentration of assets in a specific maturity, a specific issuer, or a specific class of securities. In establishing specific diversification strategies, the following general policies and constraints shall apply:

1. Portfolio maturities shall be staggered in a way that avoids undue concentration of assets in a specific maturity sector. Maturities shall be selected which provide stability of income and reasonable liquidity.

2. Liquidity practices shall be used at all times to ensure that the next disbursement date and/or payroll date is covered through maturing investments, marketable U.S. Treasury bills or cash on hand.

3. Risks of market price volatility shall be controlled through maturity diversification so that aggregate price losses on instruments with maturities approaching one year shall not be greater than coupon interest and investment income received from the balance of the portfolio.

XI. SAFEKEEPING AND CUSTODY

All invested assets of the County involving the use of a public funds custodial agreement, as defined in Iowa Code Section 12B.10C, shall comply with all rules adopted pursuant to said Section. All custodial agreements shall be in writing and shall contain a provision that all custodial services be provided in accordance with the laws of the State of Iowa.

All invested assets of the County eligible for physical delivery shall be secured by having them held by a third-party custodian. All purchased investments shall be held pursuant to a written third-party custodial agreement requiring delivery versus payment (DVP) and compliance with all rules set out elsewhere in this Section.

XII. ETHICS AND CONFLICT OF INTEREST

The Treasurer and all officers and employees of the County involved in the investment process shall refrain from personal business activity that could conflict with proper execution of the investment program, or which could impair their ability to make impartial investment decisions. Any personal investments or loans in excess of $10,000 in or with any entity with which the County regularly conducts investment business shall be disclosed in writing to the Linn County Board of Supervisors.

XIII. REPORTING

The Treasurer shall submit quarterly an investment report summarizing quarter-to-date investment activity, market conditions, and setting forth aggregate amounts invested in each type of instrument authorized in Section VII of this policy, and with whom such amounts are invested.
XIV. INVESTMENT POLICY REVIEW AND AMENDMENT

The County Investment Committee shall review the County investment policy every three (3) years or more frequently as appropriate. Notice of amendments to the Investment Policy shall be given promptly to all parties noted in Section II of this policy.
THIS AGREEMENT, made between Johnson County, Iowa (“County”), and Linn County Juvenile Detention & Diversion Services (“Recipient/Agency”).

This Agreement shall be subject to the following terms and conditions, to-wit:

I. **SCOPE OF SERVICES**

   During the term of this Agreement, Recipient agrees to implement detention alternative services (Alternative Detention Initiative South) and the pre-charge diversion program (LADDERS).

   Recipient shall provide the following:

   A. **Alternative Detention Initiative (ADI South)**

      - Provide in-home detention services for a caseload of up to seven Johnson County juveniles. Within 24 hours of a court order into the program, will meet with the Juvenile Court Officer, the parent and the juvenile to complete the intake. Will transport youth from detention to home upon discharge.
      - Work collaboratively to identify, fulfill and refer ADI participants to supportive services including individual skill building, and cognitive restructuring.
      - Follow all terms of the court order.
      - Collaborate with all Johnson County law enforcement to assist with supervision of court order.
      - Provide GPS “real-time” monitoring as indicated by the Court and Juvenile Court Officer.
      - Provide daily in-person visits with the juvenile and their parent/guardian each week during level 1; four in-person visits per week at level 2 and 3 with one parent contact, three visits per week at level 4 with one parent contact and two visits per week during the transition phase. ADI worker will incorporate skill building based on youth’s high-risk needs, at a minimum of once weekly, using an evidence-based model.
      - During transition, make at least 2 contacts with the juvenile and their parent/guardian each week.
      - Maintain regular phone, in-person, and written contact with the youth’s Juvenile Court Officer
      - Assess and link youth and family to community resources.
      - Provide 24-hour crisis intervention and/or referral services youth and families.
      - Maintain contact with the juvenile’s school, including the Student Family Advocate. Contact should be initiated when ADI services commence, prior to termination and as needed throughout services.
      - Screen the juvenile for mental health issues, using a mutually agreed upon tool.
      - Coordinate with Prelude Services to have youth screened for substance abuse issues using the CRAFFT or other mutually agreed upon screening tool.
      - If screening warrants a need, refer for further mental health & substance abuse assessments in consultation with the referring Juvenile Court Officer.
      - Provide a weekly report to the Juvenile Court Officer, Defense Attorney and the County Attorney.
      - Provide Johnson County Juvenile Court Services with additional supports as requested and time warrants.
      - Complete a monthly & quarterly service & outcomes report.

   B. **LADDERS Pre-charge Diversion Program**

      - Provide an anticipated 40 – 60 youth with one, 2 -4 hour session to complete requirements of program. Program requirements include up to two hours of community services, development of an impact statement, informal needs assessment and skill building exercise.
      - Contact referral family within 24 hours of a referral. It is expected program completion will be within 10 days of the referral.
      - Develop an array of options for completion of community service.
      - Provide youth and family with referrals for supportive services as needed
      - Maintain regular phone, in-person and written communication with Juvenile Court Services
      - Complete mental health and substance abuse screenings when necessary and refer to appropriate services.
      - Complete a monthly & quarterly service and outcomes report.
C. One full-time equivalent staff as the primary designated specialist serving Johnson County and back-up personnel. Program staff will have a minimum of an AA degree in criminal justice, sociology, social work or related field and experience in working with adolescents and diverse populations. Recipient will complete criminal background and child abuse checks on staff.

II. FUNDING

A. As its sole obligation under this Agreement, the County shall reimburse the recipient for costs incurred for the program per a mutually agreed upon budget, not to exceed $95,000. An indirect administrative rate may be applied to salaries; fixed program supply expenses and the ankle monitor units. The Recipient will bill the County for actual cost of usage for ankle monitor devices, in addition to any lost or damaged units and equipment and finders fees. Johnson County agrees to pay actual costs incurred by recipient for ankle monitor equipment damage even if such costs/fees exceed the agreed upon total $95,000 amount.

B. The Recipient shall submit a monthly invoice for payment to include all documentation following the approved budget. Funds may be transferred between lines if the amount does not exceed 10% of the total award. The County will reimburse the Recipient within 30 days of receipt of invoice.

III. GENERAL ADMINISTRATION

A. On or before the 30th day of the month following the end of each calendar quarter, Recipient will provide to the Social Services Director and the Juvenile Court Supervisor a report in a format prescribed by the County. In addition, the recipient may be asked to provide additional documents including board minutes, financials reports and external audits.

B. Duly authorized representatives of the County shall at all reasonable times, have access to and the right to inspect, copy, audit, and examine all financial books, records, and other documents of Recipient, and to make site visits and survey participants in order to evaluate and monitor the Recipient’s programs. No report or publication resulting from any such inspection, audit, examination, site visit, or survey shall disclose the name or other identifying information concerning persons using Recipient’s services.

C. The County’s sole responsibility hereunder shall be to provide the funds to Recipient in accordance with the terms of this Agreement. Nothing contained in this Agreement, nor any act or omission of the Recipient or the County, shall be construed to create any special duty, relationship, third-party beneficiary, respondent superior, limited or general partnership, joint venture, or any association by reason of the Recipient’s involvement with the County, nor shall the County have authority to direct the manner or means by which Recipient conducts activities.

D. This contract may be terminated with 30 day’s written notice by either party.

E. Recipient shall not permit any of the following terms and practices:

   I. To discharge from employment or refuse to hire any individual because of their race, creed, color, national origin, religion, age, sex, marital status, sexual orientation, gender identity, disability, or handicap status.

   II. To discriminate against any individual in terms, conditions, or privileges of employment because of their race, creed, color, national origin, religion, age, sex, marital status, sexual orientation, gender identity, disability, or handicap status.

   III. Deny to any person its services on the basis of race, creed, color, national origin, religion, age, sex, marital status, sexual orientation, gender identity, disability, or handicap status.

IV. TERM

This Agreement shall commence upon signing and shall terminate on June 30, 2020, except as provided herein. Contract renewal is contingent on the availability of funding and successful completion of scope of services and progress toward performance measures.
V. ASSIGNMENT

This Agreement may not be assigned by either party without prior written agreement of the other party.

VI. HOLD HARMLESS PROVISION

The Recipient shall indemnify, defend and hold harmless the County, its officers, employees and agents from all liability, loss, cost, damage and expense (including reasonable attorney's fees and court costs) resulting from or incurred by reason of any actions based upon the negligent acts or omissions of the Recipient's officers, employees or agents during the performance of this Agreement.

VII. CONDITIONAL STATUS

The Board of Supervisors may place an agency on conditional status when one or more serious problems are identified within the agency that puts its agreement with Johnson County in jeopardy. Problems may be in service delivery, board activity, agency administration, fiscal management, cooperation with other agencies, compliance with other government funders, or compliance with the Johnson County agreement. The Board of Supervisors may request that an external financial audit be performed, at the sole expense of the agency, if no audit records are available.

Following the placement of an agency on conditional status, a Board of Supervisors representative and/or the Johnson County Social Services Director will meet with the agency director and board members to discuss the concerns/problems as identified by the Board of Supervisors. The Board of Supervisors will provide the agency with a written memo outlining the concerns/problems, specific corrective action steps, and time frames for completion. The agency will provide periodic reports and meet with the Board of Supervisors representative and/or the Johnson County Social Services Director during this period to ensure that satisfactory progress is being made.

Funding may be withheld by Johnson County until the agency has completed or made sufficient progress on the action steps to correct the problems, as determined by the Board of Supervisors.

If an agency fails to meet the requirements of the Johnson County agreement and/or the action step memo within the appropriate timeframe as specified, the Board of Supervisors will cease county funding.

For Johnson County, Iowa:

Lisa Green Douglass, Board of Supervisor Chair   Date

For Linn County

Name   Date

ATTEST:

Travis Weipert, Auditor   Date
Memorandum of Understanding (MOU)

WHEREAS, the Linn County Board of Supervisors and the Veterans Memorial Commission (VMC) have favorably agreed to come together and wish to formalize an understanding by outlining the intent to occupy rooms/office space and hereby set forth an understanding of the services to be provided within the Veterans Memorial Building, Cedar Rapids, Iowa.

WHEREAS, this MOU, a Letter of Intent, and any Attachments are hereby presented to the VMC for approval.

I. SUMMARY OUTLINE OF RESPONSIBILITIES: the Veterans Memorial Commission (VMC) and Linn County agree:

   (A) The VMC is responsible for the management, development, operations and maintenance of the Veterans Memorial Building, Veterans Memorial Stadium (home to the Cedar Rapids Kernels) and the All-Veterans Memorial Park.

   The VMC as set out in Chapter 37 of the Code of Iowa, consists of not more than seven members who are appointed by the Mayor (ex-officio member) and confirmed by the City Council. All members shall be honorably discharged soldiers, sailors, marines, airmen, or coastguard members and must be residents of Cedar Rapids, Iowa.

   (B) The Linn County Elections Office will be the entity occupying VMC space.  Linn County Elections runs elections for Linn County voters. The mission of the Linn County Auditor’s Office is, “Every person engaged in local government.”

   (C) The Linn County Board of Supervisors will be the entity signing the lease agreement. Rental payment shall be made by the Linn County Auditor’s Office.

II. ROLES AND RESPONSIBILITIES:

   (A) ROLES. It is hereby agreed that Linn County Elections: Will demonstrate and take great pride in showing excellent stewardship in the opportunity to provide services from the Veterans Memorial Building. Become a compliment to and demonstrate every effort in working collaboratively with other organizations currently operating from the Veterans Memorial Building.

   (B) FRAMEWORK.

     1) The VMC will provide the rental/lease of approximately 3000 sq. foot of office space, the area of the 6th floor, to be utilized by Linn County Elections during normal Veterans Memorial Building business hours and 24 hours a day as needed.
The space will be available on City Holidays, Sundays, and evenings, through keycard access.

2) The VMC will provide utilities (heat, electric, water, garbage and recycle removal) on a pro-bono basis.

3) The VMC staff will work with Linn County Elections in calendaring the use of common rooms, meeting spaces, and the Armory floor (see Iowa Code Chapter 37.18.1.b.) for programming including for example, board meetings or workshops as the calendar allows. If applicable—and at the agreed rate—VMC staff shall also assist in drawing-up an agreement for each use of rentable spaces (Coliseum, Armory, Ballroom) for Linn County Elections mission-related Veterans programming such as: specialty classes and events, etc.

III. INSURANCE AND INDEMTITY:

(A) PROPERTY INSURANCE. VMC and Linn County agree to insure their respective real and personal property for the full insurable value. VMC may self-insure. Linn County is self-insured. Such insurance shall cover losses included in the Insurance Services Office Broad Form Causes of Loss (formerly fire and extended coverage). To the extent permitted by their policies the VMC and Linn County waive all rights of recovery against each other.

(B) LIABILITY INSURANCE. Linn County shall provide a certificate of self-insurance to the VMC. Such self-insurance shall cover liability arising from premises operations, independent contractors, personal injury, products and completed operations and liability assumed under an insured contract. This policy shall be endorsed to include the Cedar Rapids Veterans Memorial Commission, the City of Cedar Rapids, and their officers and employees, as additional insured.

(C) CERTIFICATES OF INSURANCE. Prior to the time the MOU takes effect Linn County will provide the VMC with a certificate of self-insurance with these property and liability insurance requirements.

(D) VMC and Linn County shall each provide a copy of this MOU to their respective insurers.

(E) LIABILITY FOR DAMAGE. Each party shall be liable to the other for all damage to the property of the other negligently, recklessly or intentionally caused by that party (or their agents, employees or invitees), except to the extent the loss is insured and subrogation is waived under the owner's policy.
(F) INDEMNITY. Except as provided in elsewhere herein, Linn County will only to the extent permitted by the Iowa Constitution and laws of the State of Iowa protect, defend and indemnify VMC, and each of VMC’s officers, directors, employees, agents, contractors, representatives, successors, and assigns, from and against any and all loss, costs, damage and expenses which arise out of or are in any way direct results of Linn County’s negligence, except for and to the extent that such damages or injuries have been established by a court of competent jurisdiction to have directly resulted from VMC’s negligence in performing its duties and obligations pursuant to this Agreement.

Linn County shall maintain the defenses available to it pursuant to Chapter 670 of the Code of Iowa.

(G) CASUALTY. In the event of a partial destruction or damage of the premises, which is a business interference which prevents the conducting of a normal business operation and which damage is reasonably repairable within sixty (60) days after its occurrences, this MOU shall not terminate. In the event of a partial destruction, VMC shall repair such damages within 60 days of its occurrence, unless, prevented from doing so by acts of God, government regulations, or other causes beyond VMC’s reasonable control.

IV. COMMITMENT TO AGREEMENT:

(A) None withstanding any other provisions of this MOU, the Veterans Memorial Commission and its Directors, reserve the right to ask Linn County to vacate the premises and/or relocate to an alternate space should it become necessary. Said notice will be in writing and Linn County shall have 30 days from notice to comply. Linn County shall also reserve the right to cancel its MOU with the VMC. Said notice will be in writing and shall include 30 days from notice to comply.

(B) The collaboration of services shall focus on the Eastern-Iowa Veteran and abide by The City of Cedar Rapids and all Linn County rules and regulations including health, fire, and police departments.

We, the undersigned have read and agree with this MOU. Further, we have reviewed the Letter of intent and adopt it as part of this agreement.

By _____________________________ Date ____________________
Linn County Supervisor

By _____________________________ Date ____________________
Linn County Supervisor

By _____________________________ Date ____________________
Linn County Supervisor

By _______________________________  Date _____________________
Sign and print name
Director, Veterans Memorial Commission

By _______________________________  Date _____________________
Sign and print name, Commission Chair, Veterans Memorial Commission
August 21, 2019

Re: Letter of Intent for Veterans Memorial Coliseum

Paul Pestel
Veterans Memorial Facilities Director
50 2nd Ave Bridge, 3rd Floor
Cedar Rapids, IA 52401

Mr. Pestel,

Thank you for the opportunity for Linn County Election Services to rent the 6th floor of the Veterans Memorial Coliseum. We appreciate your efforts.

The Linn County Board of Supervisors will sign the agreement, and the Linn County Auditor’s Office will provide payment under the agreement. Linn County has already provided a certificate of self-insurance.

Certificate of Occupancy:
It is Linn County’s understanding that the 6th floor of the VMC will be finished by the beginning of 2020. Linn County requests a Certificate of Occupancy from the City of Cedar Rapids one month before the lease day is to begin (i.e. February 1, 2020). In the instance that a Certificate of Occupancy is not obtained, Linn County Elections will not be held to the Memorandum of Understanding (MOU).

Physical Requirements/Layout:
As indicated in an email from Eric Loecher to Paul Pestel on Thursday, June 20th, a suggested design layout has been sent. Each work station should have an outlet and a network port. There are at least 21 items which will require a network connection. The floor should also have at least 24 active ports.

Linn County also requires internet connectivity congruent with Linn County’s system. Linn County’s Phil Lowder has arranged with the City of Cedar Rapids to split the fiber necessary to create connectivity. The City of Cedar Rapids will take this action in mid-August at no cost to Linn County.

Desired Operational Hours:
Linn County Elections hours may vary significantly. General hours are 8-5 Monday through Friday. However, during a presidential election year, team members may be working weekends and late evenings. As the 2nd Avenue entrance is a keyed entrance, the VMC will update the 1st Avenue entrance to allow keycard entrance outside regular business hours.
Rental and Dates of Occupancy:
Rental will be $2,083.33/month. Dates of occupancy will be March 1, 2020-November 30, 2020. Utilities and access cards are provided by the VMC.

Insurance:
Linn County is self-insured. Linn County Risk Manager, Steve Estenson, has provided a certificate of self-insurance to the VMC and the City of Cedar Rapids.

Access Cards:
Election security is of vital national, state, and local interest. Therefore, controlling who has access to the facilities is extremely important. It is the understanding of Linn County Elections that Paul Pestel, Veterans Memorial Facilities Director, is the sole controller of keycard access for the Veterans Memorial Coliseum. In other words, no other person has the ability to set access to the building other than Paul Pestel.

It is also the understanding of Linn County Elections that Rebecca Stonawski will provide Paul Pestel with a list of names of people who should be granted access to the restricted areas on the 6th floor. Paul Pestel will create key cards for those individuals. No other individuals, including Paul Pestel and the VMC’s cleaning staff/facility maintenance, will have access to the restricted areas of the 6th floor for the time of this lease – unless they are escorted by a Linn County Elections worker. Rebecca Stonawski will monitor the access logs for any unusual activity.

Cleaning Requirements:
Linn County Elections will maintain the cleanliness of the restricted areas of the 6th floor. Publicly accessible areas such as 6th floor bathrooms and the vestibule outside the 6th floor elevator will be routinely cleaned by VMC cleaning staff. Linn County Elections will place garbage/recycling containers in the vestibule area in the evenings for cleaning staff to dispose of.

Sincerely,

Linn County Board of Supervisors
AN ORDINANCE AMENDING CHAPTER 20 OF THE CODE OF ORDINANCES, LINN COUNTY, IOWA BY REPEALING, AMENDING, AND ADDING SECTIONS IN ARTICLE III RELATING TO THE GENERAL ASSISTANCE PROGRAM

BE IT ORDAINED by the Board of Supervisors of Linn County, Iowa, as follows:

SECTION 1. SECTION MODIFIED. Chapter 20, Article III, Section 20-62(a)(2) of the Code of Ordinances, Linn County, Iowa, is hereby amended to read as follows:

Sec. 20-62(a)(2) - All applicants with children who would receive family investment program (FIP) benefits if enrolled in FIP through the Iowa Department of Human Services shall immediately enroll in the program to be eligible for the Linn County General Assistance Program.

SECTION 2. SECTION REPEALED. Chapter 20, Article III, Section 20-62(3) of the Code of Ordinances, Linn County, Iowa is hereby repealed.

SECTION 3. SECTION REPEALED. Chapter 20, Article III, Section 20-62(5) of the Code of Ordinances, Linn County, Iowa is hereby repealed.

SECTION 4. SECTION MODIFIED. Chapter 20, Article III, Section 20-63(b) of the Code of Ordinances, Linn County, Iowa, is hereby amended to read as follows:

Sec. 20-63(b) - Any adult member of the applying household without a documented disability who refuses to accept any bona fide offer of employment, or who voluntarily quits existing employment, shall cause the applying household to be deemed ineligible for assistance under the provisions of this article for a period of one month from the date on which the offered employment would have commenced or on the date said person voluntarily quit existing employment. Should the person be able to document new employment, reapplication for assistance can be made without the enforcement of the period of ineligibility. Accepting work assignments from a temporary employment agency will not be considered new employment.

SECTION 5. SECTION MODIFIED. Chapter 20, Article III, Section 20.63(c) of the Code of Ordinances, Linn County, Iowa, is hereby amended to read as follows:

Sec. 20-63(c) - Any adult member of the applying household without a documented disability who is terminated for cause from previous employment shall cause the applying household to be deemed ineligible for assistance under the provisions of this article for a period of one month from the date of termination. Should the person be able to document new employment, reapplication for assistance can be made without the enforcement of the period of ineligibility.

SECTION 6. SECTION MODIFIED. Chapter 20, Article III, Section 20-64(c) of the Code of Ordinances, Linn County, Iowa, is hereby amended to read as follows:

Sec. 20-64(c) - Assistance shall not be granted or used for the payment of taxes, interest (other than home mortgage interest), carrying charges, delinquent payments, or other payments not directly necessary for the support and maintenance of the applying household.
SECTION 7. SECTION REPEALED. Chapter 20, Article III, Section 20-66(c) of the Code of Ordinances, Linn County, Iowa is hereby repealed.

SECTION 8. SECTION MODIFIED. Chapter 20, Article III, Section 20.67 of the Code of Ordinances, Linn County, Iowa, is hereby amended to read as follows:

Sec. 20-67. – Food/essential non-food items.

Food/essential non-food items which may be paid for through this program are limited to an exclusive list of items approved by resolution of the Board of Supervisors.

SECTION 9. SECTION ADDED. Chapter 20 – SOCIAL SERVICES, ARTICLE III – GENERAL ASSISTANCE PROGRAM, of the Code of Ordinances, Linn County, Iowa, is amended by adding thereto a new Section 20-74, SECURITY DEPOSIT ASSISTANCE, hereby created to read as follows:

Sec. 20-74. – Security deposit assistance.

(a) Households defined by the United States Department of Housing and Urban Development as category 1 or as category 4 homeless, that also meet the eligibility criteria established in Sec. 20-60, are eligible to receive security deposit assistance not to exceed $450 in addition to the 2-months of needy assistance established by a Resolution of the Linn County Board of Supervisors.

(b) Households eligible to receive security deposit assistance are also subject to the following requirements:

(1) Must be referred to Linn County General Assistance from a partnering agency that provides services to the homeless population;

(2) May receive security deposit assistance only one time during a 5-year period;

(3) Must return the amount of security deposit assistance provided by Linn County General Assistance to Linn County General Assistance upon termination of the lease subject to said security deposit.

SECTION 10. REPEALER. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 11. SEVERABILITY. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 12. SAVING. The Code of Ordinances, Linn County, Iowa, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 13. EFFECTIVE DATE. This ordinance shall be in effect after its final passage, approval and publication as provided by law.
LINN COUNTY BOARD OF SUPERVISORS

____________________________________  _________________________
Stacey Walker, Chair                   Ben Rogers, Vice Chair

____________________________________
Brent Oleson, Supervisor

ATTEST:

____________________________________
Joel Miller, County Auditor

I, Linn County Auditor, hereby certify that the above and foregoing is a true copy of an ordinance passed by the Linn County Board of Supervisors.

____________________________________
Joel Miller, County Auditor

State of Iowa
County of Linn

This instrument was acknowledged before me on the ________ day of _________________, 2019, by Joel Miller as Linn County Auditor.

____________________________________
Notary Public, State of Iowa

First reading on the ________ day of ______________ 2019.
Second reading on the ______ day of ______________ 2019.
Third reading and final passage on the______ day of ______________ 2019.
Published in The Gazette on the__________ day of ____________ 2019.
# Linn County Secondary Road Department

## Shamrock Woods Paving Estimate

**Project No.: Shamrock Woods**  
**Type of work:** HMA Paving  
**Location:** N 10th Street to west edge of cul-de-sac  
**Estimate Date:** August 20, 2019

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**Proposed 2" Asphalt Paving Cost** $53,042.00

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**Cost of Seal Coat Not to be Completed** $9,696.30

### 100% Owner Participation

| Proposed 2" Asphalt Paving Cost | $53,042.00 |
| Cost of Seal Coat Not to be Completed | $(9,696.30) |
| Estimated Cost Due | $43,345.70 |
| Cost Per Owner | $4,816.19 |

### 50% Owner Participation

| 50% of Proposed 2" Asphalt Paving Cost | $26,521.00 |
| Cost of Seal Coat Not to be Completed | $(9,696.30) |
| Estimated Cost Due | $16,824.70 |
| Cost Per Owner | $1,869.41 |

1. Final invoice or reimbursement will be based on actual construction costs.  
2. Cost is based on 9 property owners participating.
LINN COUNTY ORDINANCE No.

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF LINN COUNTY, IOWA BY REZONING AND CHANGING THE DISTRICT CLASSIFICATION OF CERTAIN PROPERTY LOCATED AT 4202 DREW LN, IOWA FROM THE "CNR" CRITICAL NATURAL RESOURCES DISTRICT TO THE "AG" AGRICULTURAL DISTRICT
BE IT ORDAINED by the Board of Supervisors of Linn County, Iowa, as follows:
SECTION 1. ZONING DISTRICT CHANGED. The zoning of property located at 4202 DREW LN, Iowa legally described as:
The south 74 feet of the north 304 feet of the east 165 feet of the NE 1/4 NE 1/4 Section 33, Township 85 North, Range 8 West of the Fifth principal meridian, Linn County, Iowa.
is hereby changed from the "CNR" Critical Natural Resources District to the "AG" Agricultural District.
SECTION 2. ZONING MAP AMENDED. The Planning and Development Director, or his/her designee, is instructed to modify the Official Zoning Map of Linn County, Iowa to reflect the district classification change described in Section 1.
SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict with this ordinance are repealed.
SECTION 4. SEVERABILITY. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.
SECTION 5. SAVING. The Code of Ordinances, Linn County, Iowa, shall remain in full force and effect, save and except as amended by this ordinance.
SECTION 6. EFFECTIVE DATE. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Public hearing and first consideration on the 1st day of July, 2019.
Second consideration on the 3rd day of July, 2019.
Published in the Gazette on the 28th day of August, 2019.
STATE OF IOWA ) )ss
COUNTY OF LINN )
I, ____________________________, County Auditor of Linn County, Iowa, hereby certify that the above and foregoing is a true copy of an ordinance passed by the Linn County Board of Supervisors at a regular meeting of said Board held on____________________, 2019 and published as provided by law on ______________, 2019.

______________________________
Linn County Auditor
Subscribed and sworn to me this______ day of____________, 2019.

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Notary Public, State of Iowa