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.

Authorize use of the Fillmore Building as an emergency winter overflow shelter.

Reports

Receive and place on file Treasurer’s (Auto Dept.) Report to the County Auditor Receipts and Disbursements for the Month of August, 2019.

Resolutions

Resolution approving Residential Parcel Split for Prairie Wolf First Addition, Case JPS19-0019.

Contract and Agreements

Approve and authorize Chair to sign a contract for services between Linn County and GeoTREE, a division of the University of Northern Iowa, to provide services to enhance and update Linn County’s Planimetric GIS dataset for an amount not to exceed $10,000.

Approve and authorize Chair to sign a Joint Funding Agreement between Linn County and the US Geological Survey, Department of the Interior, for the operation and maintenance of one streamflow-gaging station on the Cedar River at Blairs Ferry Road during the period of October 1, 2019 through September 30, 2020 in the amount of $2,880 from Linn County and $1,920 from the US Geological Survey.

Authorize Chair to sign 36-month lease agreement at $229.69 per month with Advanced Systems, Inc. for a copier for the Assessor’s Office.

Authorize Chair to sign 36-month lease agreement at $138.24 per month with Advanced Systems, Inc. for a copier for the Auditor’s Office.

Authorize Chair to sign 36-month lease agreement at $211.87 per month with Advanced Systems, Inc. for a copier for the Auditor’s (Elections) Office.
Authorize Chair to sign 36-month lease agreement at $242.29 per month with Advanced Systems, Inc. for a copier for the Region’s/MHDD Office.

Authorize Chair to sign 36-month lease agreement at $125.52 per month with Advanced Systems, Inc. for a copier for the Sheriff’s (Finance) Office.

Authorize Chair to sign 36-month lease agreement at $177.52 per month with Advanced Systems, Inc. for a copier for the Sheriff’s (Civil) Office.

Approve and authorize Assistant County Attorney Nick Maybanks to sign an Education Program Agreement between Mount Mercy University and Linn County, with no payment due from either party and for a term of September 1, 2019 to December 31, 2021, regarding a practical education program for master’s level nursing students.

Licenses & Permits

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes
Discuss and decide on meeting minutes.

Discuss and decide on resolution authorizing and approving the execution and delivery of various documents and taking of actions in connection with the acquisition, construction, improving and financing of the Dr. Percy and Lileah Harris Building Project, including authorizing the execution and delivery of a First Amendment to Lease Purchase Agreement, a First Supplemental Trust Agreement, and an Amended and Restated Certificate Purchase Agreement; authorizing the issuance and approving the sale of certain Certificates of Participation; providing for the levy of taxes to pay Base Lease Payments under the Lease Purchase Agreement; and related matters.

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

Claims
Discuss and decide on claims.

Board Member Reports

Correspondence

Appointments

Adjournment

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

RESOLUTION # _______________________

APPROVING RESIDENTIAL PARCEL SPLIT

WHEREAS, a Residential Parcel Split of PRAIRIE WOLF FIRST ADDITION (Case # JPS19-0019) to Linn County, Iowa, containing one (1) lot, numbered lot 1 has been filed for approval, a subdivision of real estate located in the SESW of Section 20, Township 83 North, Range 8 West of the 5th P.M., Linn County, Iowa, described as follows:

Commencing at the SW Corner of said Section 20; thence N88°36'45"E along the south line of said SE 1/4 SW 4/4, (851.00 feet to the Point of Beginning; thence N00°48'32"W, 412.65 feet; thence N88°36'45"E, 267.67 feet; thence S01°37'05"E, 412.63 feet to said south line; thence S88°36'45"W along said south line, 273.50 feet to the Point of Beginning; containing 256 acres which includes 0.25 acres of road right of way.

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

WHEREAS, said plat and 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 June 9, 2019 as last amended on July 15, 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 E Avenue NW adjacent to development shall be dedicated to the County for road purposes.
3. Road agreement with conditions similar to residential parcel split 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
1. Existing sewage disposal system must have one of the following completed: If the property ownership is being transferred and does not qualify for one of the DNR exemptions, a Time of Transfer inspection must be performed by a certified septic contractor. The report must be submitted to this department. If the property is not transferring ownership, the septic must be reviewed by Linn County Public Health for compliance with Linn County Code of Ordinances Chapter 10, Article VI Private Sewage Disposal Systems.
2. Existing house must be reviewed by Linn County Public Health for compliance with Linn County Code of Ordinances Chapter 105, Article VI Property Maintenance Regulations. If applicable, correction of certain deficiencies may require permits, inspections and final approval from the Building Division of Linn County Planning & Development.

NATURAL RESOURCES CONSERVATION SERVICE
No conditions to be met.
LINN COUNTY CONSERVATION DEPARTMENT
No conditions to be met.

LINN COUNTY EMERGENCY MANAGEMENT
No conditions to be met.

LINN COUNTY PLANNING AND DEVELOPMENT – ZONING DIVISION
1. All side and rear yard setbacks must be met for all structures involved in this proposal.
2. Various revisions to the site plan and final plat.
3. Prior to approval of the final plat, the owner must sign an "Acceptance of Conditions" form. The
   "Acceptance of Conditions" form states that the owner understands and agrees to comply with the
   agreed upon conditions as stated in the staff report.
4. This plat lies within the 2 mile jurisdiction of the City of Cedar Rapids, and as per the 28E Agreement
   between the City and the County, this plat will require City approval or a waiver of the right to review.
5. Approval of utility and drainage easements by the appropriate companies with all easements marked on
   the final plat bound copies.
6. The remaining land of the parent parcel will result in a parcel of less than 35 acres. Either combine the
   remaining land to an adjacent parcel by deed restriction to total 35 acres or more, or include the
   remaining land as part of the final plat. If included as a part of the final plat, the lot will be non-buildable
   until brought into conformance with the Linn County UDC and will require the note: "This parcel may only
   be developed in accordance with all development regulations in effect at the time development is
   proposed" on the plat.
7. The proposed subdivision name and proposed names of all roads, streets and lanes shall be submitted
   for review and approval by the Linn County Auditor's office prior to approval of the final plat.
8. One original and 3 complete copies of the final plat bound documents that must include the following:
   i. Owner's certificate and dedication certificate executed in the form provided by the laws of Iowa,
      dedicating to Linn County title to all property intended for public use, including public roads
   ii. Title opinion and a consent to plat signed by the mortgage holder if there is a mortgage or
       encumbrance on the property as well as a release of all streets, easements, or other areas to be
       conveyed or dedicated to local government units within which the land is located
   iii. Surveyor's certificate
   iv. Auditor's certificate
   v. Resolution of the Planning and Zoning Commission
   vi. Resolution of the Board of Supervisors
   vii. Resolution of approval or waiver of review by applicable municipalities
   viii. Treasurer's certificate
   ix. Agricultural Land Use Notification. The landowner shall ensure that such notification shall be
       attached to the deed and shall become a separate entry on the abstract of title for all the property
       that is subject of the permit or development as per Article V, Section 107-91, § (h) of the Unified
       Development Code.
   x. Restrictive covenants or deed restrictions, as separate instruments, not combined with any
      other instrument
   xi. Three (3) copies of the surveyor's drawing
   xii. A covenant for a secondary road assessment
9. Final plat bound copies must be approved by the Linn County Board of Supervisors on or before
    JULY 15, 2020 as per Article IV, Section 107-72, § (1)(g), and shall be recorded within 1 year of that
    approval, as per Article IV, Section 107-72, § (2)(f), of the Unified Development Code.
NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat is hereby approved. The Board of Supervisors and County Engineer are hereby authorized to enter approval upon the final plat resolution. The Board of Supervisors' Chairperson is also hereby authorized to sign said plat which executes an acceptance of dedication of property to the public, as shown on said plat.

NOW, THEREFORE BE IT FURTHER RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat and plat proceedings shall not be changed or altered in any way, without the approval of the Linn County Board of Supervisors. Said plat and plat proceedings shall be recorded by September 18, 2020 to be valid.

Passed and approved this 18th day of September, 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
# Contract for Services

<table>
<thead>
<tr>
<th>Service Provider:</th>
<th>University of Northern Iowa, henceforth “UNI GeoTREE”</th>
</tr>
</thead>
<tbody>
<tr>
<td>Receiving Institution/Organization Name:</td>
<td>Linn County, henceforth “Sponsor”</td>
</tr>
</tbody>
</table>

## Contract Number:
6038-21-0855

## Project Cost:
$ 9,990

## Source $ Federal?
Yes ☐ No ☒

## CFDA#:

### Sponsor Contacts:

- **Technical:** Jason Siebrecht, GIS Manager
- **Invoicing / invoices sent to:** IT/GIS, 1240 26TH Ave. Court SW | Cedar Rapids, IA 52404 Ph: 319-892-5275 , Jason.Siebrecht@linncounty.org

### UNI-GeoTree Center Contacts:

- **Technical:** John DeGroote, Director GeoTREE, Geography Department, University of Northern Iowa, ITT 214, Cedar Falls, IA 50614. john.degroote@uni.edu, 319-273-6158
- **Invoicing:** Donna Uhlenhopp, 319-273-7054 or donna.uhlenhopp@uni.edu
- **Contracting:** Tolif Hunt, 319-273-3217 or tolif.hunt@uni.edu
- **Check and Payments to:** University of Northern Iowa, Attn. Cashier, Office of Business Operations, 103 Gilchrist Hall, Cedar Falls, Iowa 50614-0008

## Period of Performance:
Start Date: September 2, 2019 End Date: June 30, 2020

## Project Title:
Linn County Planimetric Geo-Enrichment and LiDAR Derived Products

## Financial Terms:
- Cost Reimbursable (all budget changes require Sponsor approval)
- Firm Fixed Price Deliverables Based
- X Firm Fixed Price Unit Based
- Other (describe):
  - Travel priced and paid separately from fixed price quote

## Terms and Conditions

1. **General Statement:** This Contract for Services, henceforth referred to as “Contract”, is between UNI-GeoTREE and Sponsor to complete the scope of work provided in Attachment 1. In performing the stated scope of work UNI-GeoTREE shall operate as an independent entity and not an employee or agent of Sponsor. UNI-GeoTREE shall not subcontract any aspects of the project without prior written approval by Sponsor.

2. **Invoicing & Payments:** Sponsor shall pay UNI-GeoTREE an amount not to exceed the Project Cost identified in the second line of this Contract for the services identified in Attachment 1 according to the generally accepted terms of the contract type identified in the Financial Terms section above. Payments will be made based on UNI-GeoTREE standard invoice template. A final invoice marked “Final” will be submitted to Sponsor no later than 90 days after the end date of this Contract. Sponsor shall include a copy of the invoice with payment.

3. **Allowable Costs:** Allowable costs and expenditures shall follow UNI-GeoTREE’s financial acquisition and expensing policies and shall not be in violation of applicable Iowa Code and the Iowa Administrative Code. No costs shall be incurred under this Contract prior to the start date or after the end date of this Contract.

4. **UNI-GeoTREE Internal Financial Controls:** UNI-GeoTREE hereby certifies that it has financial internal controls in place that ensure industry applicable regulatory compliance and adherence to industry standard cost accounting systems.

5. **Technical Reporting:** Matters concerning UNI-GeoTREE technical performance should be directed to the UNI-GeoTREE Technical Contact as shown on Page 1 of this Contract. Reporting intervals and formatting requirements, if applicable, shall be described in Attachment 1.
6. **Administrative Requests**: Changes to the terms and conditions of this Contract must be done so via bilaterally agreed upon written amendment.

7. **Indemnification**: Each party shall be responsible for its negligent acts or omissions and the negligent acts or omissions of its employees, officers, directors, and agents to the extent allowed by law.

8. **Copyright**: All copyrightable materials developed during the implementation of this contract’s scope of work, such as but not limited to audiovisuals, computer programs, software, publications, curricula, research materials, training materials, etc. shall be vested with UNI-GeoTREE. Sponsor is hereby granted a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use copyrighted materials for the Sponsor’s normal business operations.

9. **Intellectual Property**: Title to all intellectual property developed during and resulting from the work performed under this Contract shall be owned by UNI-GeoTREE. Sponsor is hereby granted royalty-free, non-exclusive, and irrevocable rights to reproduce, publish, or otherwise use intellectual property resulting from work performed under this Contract for Sponsor’s normal business and/or operating purposes.

10. **Confidentiality**: For the purpose of implementing this Contract either party (Discloser) may disclose information to the other party (Receiver) it considers confidential. Any exchange of confidential information must be declared in writing by Discloser to Receiver as being confidential and if special protections are deemed necessary to protect such confidential information Discloser shall indicate such conditions in writing to Receiver at the time of disclosure.

11. **Publicity, Publication, Presentation, Data Usage, and Information Dissemination**: Sponsor shall have the right to publish, present, advertise, or otherwise make publicly available the work conducted, data collected, outcomes derived, or any other element contained within or inferred to by this Contract’s scope of work in carrying out the Sponsor’s normal business operations.

12. **Termination**: Either party may terminate this Contract with thirty days written notice.

13. **Special Conditions**: In addition to the above terms and conditions certain special conditions, flow through conditions, and other stipulations may apply per Attachment 1.

14. [Left Blank]
Linn County Planimetric Geo-Enrichment and LiDAR Derived Products Development  
UNI GeoTREE Center  
August 19, 2019

**Background and Purpose:**  
The Linn County GIS Department would like to continue to build upon planimetric (building outlines, edge of roads, driveways, etc.) database development that the UNI GeoTREE Center worked on in 2018-19 and to collaborate on the development of products from topographic data. The planimetric data were originally created by a consultant but was delivered in an incomplete state (example in Figure 1). Linn County formed a collaboration with the UNI GeoTREE Center in 2018 and students in GeoTREE created >22,000 new polygon features in the planimetric feature class of the Linn County enterprise geodatabase. The GeoTREE Center made excellent progress but did not complete the digitization of the entire county (see Figure 2 for areas completed and still to finish). This project will lead to completion of that effort. The City of Marion needs to be completed while the northern third of the county also needs to be completed although these areas are very rural.

![Figure 1](image-url)

**Figure 1:** An example section of Linn County planimetric data. In this example the consultant left several parking lots un-digitized.
In the last year, the UNI GeoTREE Center also began development of workflows for leveraging the Linn County’s detailed Light Detection and Ranging (LiDAR) topographic data. This project proposes continued development of these workflows leading to the development of new value-added products that will be useful for various purposes for Linn County.

**Specifications:**
The GeoTREE Center will use imagery and editable feature services from Linn County GIS to complete digitize features that were not included in the original geodatabase feature creation and to enrich the data by improving
attributes of polygon features (e.g. surface of parking lot). Specifically the GeoTREE Center will complete the steps below for the remaining northern one-third of the county and for within the City of Marion. This will provide a baseline complete Planimetric database that Linn County can improve in the future.

- Collect and properly attribute new features using 2017 imagery at a 1”=100’ scale or greater. Examples of new features that will be captured include:
  - Decks/Patios
  - Parking lots
  - Silos/Grain bins
  - Pools (public/private)

- Locate and digitize features missed in the original consultant digitizing including features such as
  - Buildings
  - Edge of roads
  - Driveways
  - Sidewalks

In addition, the UNI GeoTREE Center will work to finalize geoprocessing/analysis workflows for processing LiDAR data into useful derived products for Linn County. A brief description of the workflows and resulting products is described below:

- Using LiDAR point cloud data and imagery the UNI GeoTREE Center will develop 3D multi-patch feature classes of approximately 15 Linn County government buildings and will include attributes for each building (e.g. name of building, address, offices, services, etc.). An example of a 3D model (Linn County Community Services Building) published in a web scene is shown below. The final product of this activity will be a publicly available web application in which a user will be able to see all Linn County government buildings in a realistic view and will be able to easily navigate to individual buildings. The user will be able to choose any building to see information about services, offices, hours, etc. located in those buildings.

**Figure 3: An example web scene with a 3D model of the Linn County Community Services Building**

- The UNI GeoTREE Center will carry out solar radiation modeling for the entire county and develop an app to provide the public with access to the modeled results. The end product will be a web application in which a user could examine any building or area in the county and see the potential for the solar radiation there. An example application that the UNI GeoTREE Center will use as a guide (Figure 4) is at https://stlouispark.maps.arcgis.com/apps/PublicInformation/index.html?appid=35c5b2d0802e455caf1096aa2229aa7. The UNI GeoTREE Center has already developed much of the workflow for processing the LiDAR data (see Figure 5 for an example) and running the ArcGIS Area Solar Radiation tool. They will complete modeling for all of Linn County at a resolution of 2x2 ft. They will then develop a web mapping
application displaying this modeled solar radiation data in an easy to understand format (i.e. summary analysis for buildings and user’s area of interest) similar to the one for St. Louis Park, MN mentioned above. This application will aid solar developers, business and home owners, as well as programs such as Grow Solar Linn County. The products coming out of this strand will be

- Digital Surface Model (DSM) rasters at a 2x2 ft resolution. This product is developed as an intermediate step going from raw LiDAR point clouds to the modeled solar radiation.
- Modeled solar radiation rasters at 2x2 ft resolution.
- A public facing web mapping application for displaying solar radiation potential for all of Linn County.

**Figure 4:** An example solar site suitability application from St. Louis Park, MN. This project will result in a comparable application for Linn County.
Figure 5: An area of Linn County modeled solar radiation from LiDAR data. Darker areas mean low solar radiation and lighter areas higher solar radiation.

**Deliverables and Timeline:**

The GeoTREE Center will complete all work by early June 2020 in order to provide time for close out of the project in advance of the end of the fiscal year.

The final product deliverables will be:

- Complete planimetric database update for Linn County
- A publicly available 3D web application with ~ 15 Linn County government buildings displayed along with relevant attributes such as offices, services, hours, etc.
  - Also geodatabase with 3D multi-patch feature classes
- A publicly available solar radiation potential web mapping application
  - Also the DSM and solar radiation raster data

The GeoTREE student workers will be editing through an editable feature service resulting in real-time update of the Linn County geodatabase planimetric features. Thus, the Linn County GIS Department will have the ability to track progress and review the edits carried out by the GeoTREE Center. It is envisioned that the complete update of the planimetric features will take place by end of 2019 or beginning of 2020 (i.e. February). The development of
the government building 3D multi-patch feature class will take place in fall of 2019 with development of the web 3D application completed by spring of 2020. The completion of the solar radiation modeling will take place in fall of 2019 with development of the solar radiation potential web mapping application completed by spring of 2020.

The Linn County GIS Department will review progress during the course of the year and on-going discussions will take place between they and the GeoTREE Center to calibrate the work.

**GeoTREE Experience and Qualifications**
The GeoTREE Center has extensive experience working on a variety of GIS projects for a variety of collaborators and funders including Linn County, the City of Waterloo, Iowa Department of Natural Resources, Iowa Department of Agriculture and Land Stewardship, Iowa Economic Development Authority, as well as many others.

**Budget:**
This project is proposed with a not to exceed amount of $10,000. The GeoTREE Center will charge based on their published hourly rate ($20/hour, $30/hour), travel to one meeting in Cedar Rapids, and UNI indirect costs. Below are estimated maximum expenses through June 30, 2020.

- Travel and supplies = $250
- Digitizing/database development hourly charge = 330 hours * $20/hour = $6600
- Development of LIDAR data products = 80 hours @$30/hour = $2400
- UNI Indirect Costs = 9,250 * 1.08 = $740
- Total = $9,990

**Payment:**

UNI will invoice quarterly or monthly.

Make check payable to: University of Northern Iowa

Mail copy of invoice and payment to:

**UNI Office of Business Operations - Cashier**
University of Northern Iowa
103 Gilchrist
Cedar Falls, IA 50614-0008
THIS AGREEMENT is entered into as of the October 1, 2019, by the U.S. GEOLOGICAL SURVEY, Central Midwest Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Linn County Planning Department party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation Water Resource Investigations the operation and maintenance of one streamflow-gaging station on the Cedar River in Cedar Rapids, IA, herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of $0.00

(a) $1,920 by the party of the first part during the period
October 1, 2019 to September 30, 2020

(b) $2,880 by the party of the second part during the period
October 1, 2019 to September 30, 2020

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: $0

Description of the USGS regional/national program:

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-science-practices).
9. Billing for this agreement will be rendered **annually**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

**USGS Technical Point of Contact**

Name: Jon Nania  
Supervisory Hydrologist  
Address: 400 S Clinton St Rm 269  
Iowa City, IA 52240  
Telephone: (319) 358-3655  
Fax: (319) 358-3606  
Email: jfnania@usgs.gov

**Customer Technical Point of Contact**

Name: Leslie Beck  
Director  
Address: 930 First Street SW  
Cedar Rapids, IA 52404-2161  
Telephone: (319) 892-5150  
Fax:  
Email: Les.beck@linncounty.org

**USGS Billing Point of Contact**

Name: Aaron Huse  
Budget Analyst  
Address: 400 S Clinton St Rm 269  
Iowa City, IA 52240  
Telephone: (319) 358-3656  
Fax: (319) 358-3606  
Email: ahuse@usgs.gov

**Customer Billing Point of Contact**

Name: Leslie Beck  
Director  
Address: 930 First Street SW  
Cedar Rapids, IA 52404-2161  
Telephone: (319) 892-5150  
Fax:  
Email: Les.beck@linncounty.org

**Linn County Planning Department**

**Signatures**

By __________________________ Date: 6/28/19
Name: Amy Beussink  
Title: Director, Central Midwest WSC

By __________________________ Date:  
Name:  
Title:  

By __________________________ Date:  
Name:  
Title:  

By __________________________ Date:  
Name:  
Title:  

By __________________________ Date:  
Name:  
Title:  

By __________________________ Date:  
Name:  
Title:  

EDUCATION PROGRAM AGREEMENT BETWEEN:

MOUNT MERCY UNIVERSITY
SCHOOL

And
LINN COUNTY ATTORNEY’S OFFICE
COOPERATING FACILITY

MOUNT MERCY UNIVERSITY (hereinafter referred to as the SCHOOL) LINN COUNTY ATTORNEY’S OFFICE (as the COOPERATING FACILITY)

WHEREAS, the parties wish and intend by this agreement to set forth the terms and conditions of engaging in a cooperative program for the practical education of students enrolled in the master’s level nursing program at Mount Mercy University.

IT IS THEREFORE AGREED AS FOLLOWS:

1. SCHOOL

1.1 The SCHOOL shall provide the COOPERATING FACILITY with advance notice of the details of its educational program at the COOPERATING FACILITY, including objectives, dates, times, and names of students and faculty participants, and shall modify its educational program as necessary to accommodate the reasonable requirements of the COOPERATING FACILITY.

1.2 The SCHOOL shall select the practicum areas to be utilized based on the learning needs of the students and in agreement with the COOPERATING FACILITY.

1.3 The SCHOOL will provide a qualified instructor for oversight of student activity at the COOPERATING FACILITY.

1.4 The SCHOOL instructor will be responsible for the planned learning experiences of the students and the oversight of their planned activities in collaboration with assigned supervisor at the COOPERATING FACILITY.

1.5 The SCHOOL will ensure all students have professional liability insurance and provide professional liability insurance coverage for faculty participating in the practical experience provided by the COOPERATING FACILITY.

1.6 The SCHOOL shall maintain all educational records and reports relating to the students' experience at the COOPERATING FACILITY.

1.7 The SCHOOL shall make reasonable efforts to instruct all of its students and faculty regarding rules and regulations of the COOPERATING FACILITY, and the responsibility and authority of the administrative staff of the COOPERATING FACILITY.

1.8 It is the responsibility of the SCHOOL to ensure students are knowledgeable of and held
accountable for compliance with the Health Information Portability and Accountability Act (HIPAA) and Family Educational Rights and Privacy Act (FERPA).

1.9 The SCHOOL will require and maintain a separate confidential file with, immunization records, TB testing, or waiver of such, CPR certification, and valid nursing license.

1.10 It is agreed by both parties hereto that prior to placement of students at the COOPERATING FACILITY, if requested the School will, with the consent of the student, provide COOPERATING FACILITY with relevant information including, but not limited to the results of the student’s criminal background check, adult abuse registry check, child abuse registry check and sex offender registry from the state of Iowa.

2. COOPERATING FACILITY

2.1 The COOPERATING FACILITY shall provide qualified supervision staff and students/clients affiliated with the ongoing operation of the COOPERATING FACILITY.

2.2 The COOPERATING FACILITY shall make available to the SCHOOL current copies of its philosophy, program purposes and objectives, policies and other reports or documents which will assist the SCHOOL to develop appropriate learning experiences for students.


The parties mutually acknowledge and agree as follows:

3.1 Each party shall be separately responsible for compliance with all anti-discrimination laws that may be applicable to their respective activities under this program.

3.2 Students and faculty of the SCHOOL receive no wages, remuneration or benefits from COOPERATING FACILITY and during clinical experiences shall not be employees of the COOPERATING FACILITY for any purpose, including but not limited to, compensation or fringe benefits, workers’ compensation, unemployment compensation, minimum wage laws, or for any other purpose, because of their participation in the educational program. This provision shall not be deemed to prohibit the employment of any such participant by the COOPERATING FACILITY under a separate employment agreement.

3.3 There shall be no monetary consideration paid by either party to the other, it being acknowledged that the program provided hereunder is mutually beneficial. The parties shall cooperate in administering this program in a manner that will tend to maximize the mutual benefits provided to the COOPERATING FACILITY, the SCHOOL, and the participating students.

3.4 The SCHOOL agrees to defend, indemnify and hold harmless the COOPERATING FACILITY, or any of its agents, employees or representatives for any and all claims, demands or suits by anyone arising out of injuries to students or faculty or their property in any way related to the COOPERATING FACILITY clinical experience not caused in whole or in part by any fault of the COOPERATING FACILITY, its agents, employees, or representatives.
3.5 The SCHOOL agrees to defend, indemnify and hold harmless the COOPERATING FACILITY and any of its agents, employees or representatives from any claim, demand or suit arising in whole or in part from the acts, errors or omissions of the student and/or faculty member in any way related to COOPERATING FACILITY experience.

3.6 Either party can require termination of the student specific agreement if the conduct of the student presents a detrimental effect on the operations of the COOPERATING FACILITY.

3.7 Regular conferences between representatives of the SCHOOL and the COOPERATING FACILITY will be held in relation to the program being offered and the clinical areas being utilized.

4. Terms of the Agreement

4.1 The agreement shall be in effect as of September 1, 2019 to December 31, 2021 and shall not be automatically renewed.

4.2 One (1) conference of the SCHOOL and the COOPERATING FACILITY will be held annually to review the contract. It may be renewed by mutual consent of the SCHOOL and the COOPERATING FACILITY as stated in writing and specifically stating the new term.

4.3 This agreement may be terminated by either party with or without good cause by giving one-hundred-twenty (120) days notice in writing prior to the date on which the students are to use the clinical facilities in the COOPERATING FACILITY, or by mutual agreement.

4.4 A list of dates for students’ experiences for each school year will be submitted annually by the SCHOOL to the COOPERATING FACILITY.
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective officers.

MOUNT MERCY UNIVERSITY

By: ________________________________
Title: Program Director, Graduate Nursing Programs

By: ________________________________
Title: Dean, Martin-Herold College of Nursing and Health

Date: ________________________________

LINN COUNTY ATTORNEY’S OFFICE

By (printed name): ________________________________
Title: ________________________________

By (signature): ________________________________
Title: ________________________________

Date: ________________________________

MSN Contract for student experiences, 10/27/11, 10/15, 2/16, 2/17