Call to Order

Pledge of Allegiance

Public Comment: Five Minute Limit per Speaker
This comment period is for the public to address topics on today’s agenda.

Consent Agenda
Items listed on the consent agenda are routine and will be considered by one motion without individual discussion unless the Board removes an item for separate consideration.

Approve and authorize Chair to sign the Vacancy Form for a new Tracker position with Juvenile Detention & Diversion Services.

Reports

Receive and place on file Linn County Outstanding Warrant Reports submitted by Linn County Auditor’s Office (over one year old warrants, void warrants, and void & reissued warrants).

Resolutions

Resolution suspending taxes for one (1) Linn County resident as they are unable to contribute to the public revenue by reason of age, infirmity or both, pursuant to Code of Iowa, Section 427.8

Contract and Agreements

Approve and authorize Chair to sign a Behavioral Health Services Agreement between Linn County and St. Luke’s Methodist Hospital, effective October 1, 2020, with automatic renewal for successive one year periods, at the rate of $75/hour.

Approve and authorize Chair to sign a mechanical and electrical design services contract with West Plains Engineering Inc. for the County Attorney office remodel project in the amount of $12,400.

Approve and authorize Chair to sign a Fund Balance Agreement between Linn County and the Mental Health/Disability Services of the East Central Region for distribution of grant awards to support projects which meet the Region’s Management Plan effective July 1, 2020 through June 30, 2021.

Approve and authorize Chair to sign a 28E Agreement between Linn County and the City of Palo for a Portland Cement Concrete (PCC) overlay project on shared portions of Blairs Ferry Road and Palo Marsh Road.
Approve and authorize Chair to sign an Iowa Department of Transportation plan title sheet for culvert replacement on Burnett Station Road over Indian Creek

Approve and authorize Chair to sign an Iowa Department of Transportation plan title sheet for hot mix asphalt resurfacing with Milling on Main Street, from Lisbon City Limits to Adams Avenue

Approve and authorize Chair to sign an Iowa Department of Transportation plan title sheet for hot mix asphalt resurfacing on First Street and Front Drive from the bridge to Otter View Road.

Licenses & Permits

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes
Discuss and decide on meeting minutes.

Discuss and decide on actions related to the storm of August 10, 2020

Update on Linn County’s response to COVID-19

Discuss and decide on Board of Supervisors Policy Number PM-024 – Time Reporting

Public hearing on the fiscal year 2021 proposed budget amendment.

Discuss and decide on the fiscal year proposed 2021 budget amendment and adopt amended appropriations resolution.

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

Claims
Discuss and decide on claims.

Board Member Reports

Correspondence

Appointments

Adjournment

To adhere to social distancing requirements, Linn County employees and the public may participate in this meeting as follows:
  1) Conference call—telephone number 1-800-945-0974, access code 501116
  2) Email questions or comments prior to or during the meeting to: bd-supervisors@linncounty.org

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

SELECT ONE:
- [ ] NEW POSITION
- [ ] REPLACEMENT

SELECT ONE:
- [ ] NEW JOB CLASSIFICATION
- [ ] EXISTING JOB CLASSIFICATION

JOB TITLE: Tracker - MALE

DEPARTMENT: JDDS

VACANCY DATE: 9/25/20

SHIFT/HOURS: Mon-Friday 11am-7:30pm

NUMBER OF POSITIONS: 1

REASON TO ADD NEW POSITION (if applicable):
- [ ] BUDGET OFFER
- [ ] GRANT FUNDING
- [x] OTHER: We have a staff on an extended medical leave

POST TO INSIDE: [x] YES  [ ] NO

ADVERTISE: [x] YES  [ ] NO

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

NEW POSITION FUNDING SOURCE(S):
Covered by grant, and will attempt to absorb by attrition

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

APPROVED BY: [Signature]  9-24-2020

DEPARTMENT HEAD (original signature required)

DATE

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:
PAY GRADE: __________________________ STARTING SALARY: __________________________

HR DIRECTOR COMMENTS: __________________________

FINANCE/BUDGET DIRECTOR COMMENTS: __________________________

APPROVED BY: [Signature]  9-25-20

DATE  9-25-20

HUMAN RESOURCES DIRECTOR

APPROVED BY: __________________________

DATE __________________________

FINANCE/BUDGET DIRECTOR

APPROVED BY: __________________________

DATE __________________________

CHAIRPERSON/BOARD OF SUPERVISORS

DATE __________________________
LINN COUNTY OUTSTANDING WARRANT REPORT
OVER 1 YEAR OLD WARRANTS
Submitted by Linn County Auditor’s Office

Pursuant to Code of Iowa, Chapter 331.554(7), the following outstanding warrants over one (1) year old have been cancelled. Said outstanding warrants will be honored when presented for payment from funds deposited for a period of one year from date of cancellation.

<table>
<thead>
<tr>
<th>Check #</th>
<th>Check Amt</th>
<th>Check Date</th>
<th>Vendor name</th>
</tr>
</thead>
<tbody>
<tr>
<td>70601862</td>
<td>$25.00</td>
<td>4/18/18</td>
<td>Standing Rock Sioux Tribe</td>
</tr>
<tr>
<td>70602271</td>
<td>$350.00</td>
<td>5/09/18</td>
<td>Thomas Kalange</td>
</tr>
<tr>
<td>70605922</td>
<td>$43.83</td>
<td>12/04/18</td>
<td>Linda Tuegel</td>
</tr>
<tr>
<td>70607907</td>
<td>$60.00</td>
<td>4/03/19</td>
<td>Katherine Amelia Hahn</td>
</tr>
<tr>
<td>70607981</td>
<td>$60.00</td>
<td>4/03/19</td>
<td>Iowa Secretary of State</td>
</tr>
<tr>
<td>70608249</td>
<td>$8,568.00</td>
<td>4/24/19</td>
<td>St Luke’s Hospital</td>
</tr>
</tbody>
</table>

Dated at Cedar Rapids, Linn County, Iowa this 30th day of September, 2020.

JOEL MILLER, Linn County Auditor
LINN COUNTY OUTSTANDING WARRANT REPORT
VOID WARRANTS
Submitted by Linn County Auditor’s Office

The office was notified that the following warrant was not received and is presumed lost. This warrant has been voided and a replacement warrant has not been issued.

<table>
<thead>
<tr>
<th>Warrant Number</th>
<th>Warrant Amount</th>
<th>Warrant Date</th>
<th>Vendor Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>70608769</td>
<td>$350.00</td>
<td>05/29/19</td>
<td>Larry Vandeusen</td>
</tr>
</tbody>
</table>

Dated at Cedar Rapids, Linn County, Iowa this 30th day of September, 2020.

JOEL MILLER, Linn County Auditor
LINN COUNTY OUTSTANDING WARRANT REPORT
VOID & REISSUED WARRANTS
Submitted by Linn County Auditor’s Office

The Linn County Auditor was notified in writing that the following warrants were not received and are presumed lost. These warrants were voided and a replacement warrant has been issued.

<table>
<thead>
<tr>
<th>Warrant Number</th>
<th>Warrant Amount</th>
<th>Warrant Date</th>
<th>Vendor Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>70607001</td>
<td>$134.40</td>
<td>2/6/2019</td>
<td>Christine Landa</td>
</tr>
<tr>
<td>70608899</td>
<td>$100.00</td>
<td>6/5/2019</td>
<td>George Morris</td>
</tr>
<tr>
<td>70609041</td>
<td>$40.00</td>
<td>6/12/2019</td>
<td>George Morris</td>
</tr>
<tr>
<td>70607987</td>
<td>$202.50</td>
<td>4/3/2019</td>
<td>Spanish Solutions</td>
</tr>
<tr>
<td>70604094</td>
<td>$350.00</td>
<td>8/15/2018</td>
<td>Cedars Apartments</td>
</tr>
<tr>
<td>70609635</td>
<td>$118.45</td>
<td>7/17/2019</td>
<td>Thomas Pearson</td>
</tr>
<tr>
<td>70610288</td>
<td>$350.00</td>
<td>8/28/2019</td>
<td>Wildwood Apartments Partnership</td>
</tr>
<tr>
<td>70610910</td>
<td>$450.00</td>
<td>10/2/2019</td>
<td>Troy Zimmerman</td>
</tr>
<tr>
<td>70611616</td>
<td>$450.00</td>
<td>11/20/2019</td>
<td>Willis Dady - Welborn House</td>
</tr>
<tr>
<td>70612247</td>
<td>$204.56</td>
<td>1/2/2020</td>
<td>Midwest Wheel</td>
</tr>
<tr>
<td>70611838</td>
<td>$450.00</td>
<td>12/4/2019</td>
<td>Meadow Creek Condo</td>
</tr>
</tbody>
</table>

Dated at Cedar Rapids, Linn County, Iowa this 30th day of September, 2020.

JOEL MILLER, Linn County Auditor
RESOLUTION
PETITION for SUSPENSION of FISCAL 2021 / ASSESSMENT 2019
PROPERTY TAXES

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

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

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

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

<table>
<thead>
<tr>
<th>PETITIONER</th>
<th>PARCEL #</th>
<th>TAX YEARS</th>
<th>Special #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Davidson, Kenneth</td>
<td>7139D</td>
<td>2020</td>
<td></td>
</tr>
</tbody>
</table>

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

Dated at Cedar Rapids, Linn County, Iowa, this _____ day of ____________, 2020.

LINN COUNTY BOARD OF SUPERVISORS

______________________________
CHAIRPERSON

______________________________
SUPERVISOR
BEHAVIORAL HEALTH SERVICES AGREEMENT

This BEHAVIORAL HEALTH SERVICES Agreement (this "Agreement") is made effective as of October 1, 2020 (the "Effective Date"), by and between St. Luke’s Methodist Hospital, an Iowa nonprofit corporation ("St. Luke’s"), and Juvenile Detention and Diversion Services, a subdivision of the Linn County Community Services Department ("JDDS"), (together with St. Luke’s, the "Parties" and each a "Party.")

Recitals

WHEREAS, JDDS needs qualified behavioral health therapy and consulting services for its residents, and

WHEREAS, St. Luke’s employs or engages behavioral health professionals qualified to perform behavioral health therapy and consulting services for JDDS.

NOW, THEREFORE, in consideration of the mutual promises and other consideration set forth herein, the parties agree as follows:

1. SERVICES. St. Luke’s shall provide one or more qualified behavioral health professionals ("Counselors") to provide individual and group therapy and behavioral health consultation (the "Services"). At the request of JDDS, the Counselor will be available to provide other appropriate services that are within the scope of Counselor’s practice and expertise.

2. GENERAL CONDITIONS. The following general conditions govern performance under this Agreement:

   a. Treatment Policies. St. Luke’s and Counselors shall abide by St. Luke’s and JDDS treatment policies and provide the Services without regard to race, color, national origin, sex, gender identity, age, handicapping condition, or other factors unrelated to the patient’s need for services and Counselors’ ability to provide such services.

   b. Records. All medical records are the property of JDDS. JDDS and Counselors shall prepare and maintain such records in accordance with JDDS policies and complete all records and reports in a timely fashion. JDDS and Counselors shall maintain the confidentiality of all medical records and confidential clinical information concerning patients.

   c. Applicable Standards. All services shall be rendered to the best of the Counselor’s abilities and in accordance with ethical and professional standards, the standards and guidelines of governing state regulatory agencies, and the policies, standards, bylaws, rules, regulations and procedures of St. Luke’s and JDDS.
d. **Current Knowledge.** Counselors shall have the expertise necessary to provide Services for JDDS. Counselors assigned to staff this Agreement shall maintain and demonstrate current working knowledge in all aspects of the field(s) relevant to Counselor's responsibilities under this Agreement.

e. **Independent Medical Judgment.** Counselors shall use their best professional judgment in determining when, how, where, and whether to render treatment to individual patients. J DDS shall not have, exercise, or attempt to exercise any control over the professional judgment and decision making of Counselors.

3. **COUNSELOR QUALIFICATIONS.** Each Counselor providing Services under this Agreement must continuously meet the following qualifications:

   a. **License/Certification.** Hold a current, unrestricted license/certificate to practice in Iowa.

   b. **Insurance.** Maintain current professional liability coverage in the form and manner required hereunder.

   c. **Other Qualifications.** Meet any other qualification established under the terms of this Agreement.

4. **PROFESSIONAL LIABILITY COVERAGE.** St. Luke's shall maintain, at all times that a claim could be brought against St. Luke's or against any individual Counselor for services rendered under or during this Agreement, professional liability coverage insuring against such claims in an amount of not less than One Million Dollars ($1,000,000) per occurrence and Three Million Dollars ($3,000,000) aggregate per policy year.

5. **BILLING; FEE FOR SERVICES.** For all Services provided under this Agreement, J DDS shall pay St. Luke's according to the fee schedule set forth on Exhibit A attached hereto and incorporated herein. St. Luke's shall submit an invoice to J DDS monthly (within 30 days of the end of the month) itemizing all Services performed in the previous month that are payable by J DDS. J DDS shall pay invoices within thirty (30) days of receipt, subject to verification of charges.

6. **TERM AND TERMINATION.** The initial term of this Agreement shall be one (1) year commencing October 1, 2020; provided, however, that this Agreement shall automatically renew for successive periods of one (1) year each, unless either party gives the other party notice of termination ninety (90) days prior to the anniversary date. Notwithstanding the stated term and renewals thereof, this Agreement may be terminated as follows:
a. **Without Cause.** Without cause and without penalty, by either party upon giving the other party not less than sixty (60) days' prior notice of termination in writing, specifying the effective date of termination.

b. **For Cause.** For cause by either party upon giving the other party not less than thirty (30) days' prior notice of termination in writing specifying the alleged breach or default and the date on which termination will be effective; provided, that in the event of termination for cause under this subparagraph, the party receiving notice shall have the notice period in which to correct or cure the alleged breach or default to the reasonable satisfaction of the party giving notice. Cause under this subparagraph consists of a material breach or default by the party receiving notice in the performance or under the terms and conditions of this Agreement.

c. **Regulatory Changes.** By either party following reasonable (determined with regard to minimizing or eliminating the risk) written notice to the other party based upon an opinion from such party's legal counsel that existing or changed law, regulations, interpretations, or case law applied to this transaction creates an unreasonable risk of sanction, prosecution, or assessment to the party giving notice. The parties acknowledge that this Agreement is being entered into at a time of significant change in state and federal law regarding the delivery and financing of health services and agree to negotiate in good faith to reform or modify this Agreement in the event of regulatory changes as defined herein prior to terminating this Agreement, unless termination is necessary to prevent imminent adverse legal consequence.

d. **Effect of Termination.** Upon termination of this Agreement, Counselors shall vacate any space and cease using any equipment, personnel, services or supplies furnished to Counselors solely on account of St. Luke's contractual responsibilities under this Agreement.

7. **CONFIDENTIALITY.** St. Luke's, JDDS and Counselors shall maintain the confidentiality of patient information obtained during the performance of Services under this Agreement and shall comply with all applicable laws including, without limitation, the Health Insurance Portability and Accountability Act.

8. **MISCELLANEOUS.** The following additional conditions apply to this Agreement:

   a. **Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such a manner as to be effective and valid under applicable law; but if any provision of this Agreement is held to be invalid, illegal, or unenforceable under any applicable law or rule, the validity, legality, and enforceability of the other provisions of this Agreement will not be affected or impaired thereby unless the effect of doing so is to substantially impair the underlying purposes of the parties in entering into this Agreement or to substantially alter the underlying rights and obligations of the parties.
(Exhibit A)

Fee Schedule

<table>
<thead>
<tr>
<th>Service</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mental Health Provider Consultation with staff &amp;/or residents</td>
<td>$75/hr</td>
</tr>
</tbody>
</table>
SCOPE OF WORK

The project consists of remodeling the existing Third Floor Attorney's Offices at the Linn County Courthouse. The remodeling is planned to be done in two phases. At this time, the scope of work and fees include Phase 1 only.

Phase 1 shall include six new enclosed office spaces on the north side of the building. It will also include a storage room, small meeting room and larger conference room where the existing library is located on the south side of the building. The new walls and doors shall be a modular system. All mechanical and electrical work shall be coordinated with the modular wall supplier and installer. The modular wall installer shall provide AutoCAD drawings to WPE for the new work, as there would be no architect on this project.

Mechanical work includes fire protection and HVAC.

Fire protection shall include relocation of sprinkler heads to accommodate the new floor plan remodeling. The Fire Sprinkler Contractor shall be responsible for the final installation design for approval by local authorities.

HVAC shall include revisions of the existing ductwork and hot water heating piping to accommodate the new floor plan changes and space comfort zoning. Additional air terminal units will be required for the new enclosed spaces and interior small meeting space. The existing temperature control system shall be revised and upgraded to meet the new space zoning requirements. We shall work with Siemens to coordinate temperature controls work.

Electrical work includes relocated and new interior lighting and lighting controls. Other electrical systems such as convenience outlets, electrical devices, power distribution, and voice/data/CATV/security cabling shall be new or modified as required by the remodeled floor plans.

The modular wall supplier shall provide the rough-in boxes and conduit within the walls for all receptacle, data, and thermostat locations. WPE shall review their proposed rough-in locations with the Owner and modify if necessary. Most of the lay-in ceilings are anticipated to remain. If the existing ceiling grid does not accommodate desired lighting layout, WPE shall propose ceiling modifications.

The general contractor for the modular wall system installation shall specify and document any ceiling modifications and wall alterations associated with the law office remodeling.

If Owner or modular wall supplier make significant plan changes after the MEP design is substantially completed, WPE shall receive additional fees for drawing modifications.
WEST PLAINS ENGINEERING, INC.

SCOPE OF SERVICES

It is the goal of West Plains Engineering to provide comprehensive engineering services for this project as a trusted partner in its success. Therefore, our proposed services include engineering design and preparation of construction documents, as well as project oversight assistance with the Contractor bidding and construction administration phases.

SERVICES INCLUDED

1. CONSTRUCTION DOCUMENTS
   a) Visit to the site to document existing conditions.
   b) Development of the mechanical and electrical systems construction drawings and specifications. Front end bidding specifications would not be required.
   c) An on-site planning meeting with the Owner and staff.
   d) PDF drawings and specifications to provide reproduction. Specifications shall be included on the plans.
   e) Project review meetings with Owner.

2. BID PHASE
   a) Answer questions.
   b) Attend the pre-bid meeting, if necessary.
   c) Preparation of any necessary addenda.

3. CONSTRUCTION ADMINISTRATION
   a) Attend pre-construction meeting.
   b) Shop drawing review.
   c) Answering Contractor questions (RFIs).
   d) Preparation of necessary change orders.
   e) Intermediate construction meetings and jobsite visits to observe construction progress.
   f) One (1) substantial completion punch list visit by mechanical and electrical.

SCHEDULE

We will work with Linn County to meet your schedule of construction completion by end of December. We anticipate having bidding documents completed by the end of October.
WEST PLAINS ENGINEERING, INC.

COMPENSATION

We propose to provide the services, as described above, for a lump sum fee of TWELVE THOUSAND FOUR HUNDRED DOLLARS ($12,400). This fee is broken down as follows:

<table>
<thead>
<tr>
<th>Item</th>
<th>Sum</th>
</tr>
</thead>
<tbody>
<tr>
<td>Construction Documents</td>
<td>$10,540</td>
</tr>
<tr>
<td>Bid Phase</td>
<td>$620</td>
</tr>
<tr>
<td>Construction Administration</td>
<td>$1,240</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$12,400</td>
</tr>
</tbody>
</table>

If the proposal communicated in this document is satisfactory, please sign and date on Page 3, keeping the original for your file, and return a copy to this office.

Accepted By:  
Linn County Supervisors

By: __________________________

TITLE: __________________________

DATE: __________________________

Accepted By:  
West Plains Engineering, Inc.

By: __________________________

Michael Drahos

TITLE: Office Manager

DATE: September 25, 2020
MH/DS of the East Central Region
Member Counties: Benton, Bremer, Buchanan, Delaware, Dubuque, Iowa, Johnson, Jones, Linn

Strategic Project Agreement

Contract Effective Date: July 1, 2020 – June 30, 2021

Parties: MH/DS of the East Central Region
1240 26th Ave Ct. SW
Cedar Rapids, Iowa 52404

Provider: Linn County CSN #17689
935 2nd St SW
Cedar Rapids, IA 52404

This Agreement is made and entered into by and between MH/DS of the East Central Region (hereafter "Region") and the Provider identified above (hereafter "Provider"). The purpose of this Agreement is to establish the terms and conditions agreed to by the Region and the Provider for distribution of grant Awards to support Projects which meet the Region's Management Plan (hereafter "Management Plan"), the manner in which the Project will be implemented, and other requirements the Provider must meet to receive the Award.

This Agreement shall consist of the following parts:
• Sections 1 through 10, generally setting out the terms of the Agreement;
• Signature page, which shall contain the effective dates of the Agreement; the names of the parties, the signatures of the persons authorized to sign the Agreement for the respective parties, and the dates of such signatures;
• The MH/DS of the East Central Region Management Plan, which is incorporated in this contract by this reference.

The statements and intentions of the parties, to this contract, are as follows:

MH/DS of the East Central Region is an inter-governmental entity organized under Chapter 28E of the Code of Iowa, governed by its Governing Board. Mental health services are funded by the Region and administered by the Chief Executive Officer within the scope and according to the criteria of the Regional Management Plan. The Region is interested in contracting with Provider to provide grant Awards for Provider Projects for the benefit of MH/DS of the Region consumers.

In consideration of the premises and promises contained herein, it is mutually agreed by and between the Region and Provider as follows:
SECTION 1
Definitions

Agreement: This document which contains the rights and responsibilities of the Region and the Provider who desire to contract with each other for Awards to implement Projects

Assignment: The act of transferring to another all or part of one's property interest or rights.

Award: A grant from the Linn County fund balance.

Chief Executive Officer: Administrator of the Region Management Plan as approved by the director of the Department of Human Services.

Client: A person who is eligible and authorized to receive funding as defined in the Management Plan as approved by the Director of Human Services.

Habilitation Home: A residential facility that has 16 beds or less. This definition includes facilities that identify as residential care facilities and intermediate care facilities.

Management Plan: Refers to the Region Management Plan as approved by the Director of Human Services.

Project: Project or other objective from regional service providers or other stakeholders which must comply with the Management Plan. Project may include, but not be limited to, a program or project.

Region: Refers to the MH/DS of the East Central Region, the inter-governmental entity created under Chapter 28E of the Code of Iowa and Section 331.390 that include the following member counties: Benton, Bremer, Buchanan, Delaware, Dubuque, Iowa, Johnson, Jones, Linn.

Regional Strategies: Refers to the five (5) strategies outlined in the Service Plan.

Service Plan: Refers to the Region's Community Services Plan as approved by the MH/DS of the East Central Region's Governance Board, which was the result from stakeholder workgroup meetings required pursuant to Iowa Code Section 426B.3. The Service Plan includes five (5) Regional Strategies.

State Auditor: Refers to the Iowa State Auditor's Office.

Subcontract: The act in which one party to the original Agreement enters into a contract with a third party to provide some or all of the services listed in the original
Section 2 Submission of Project to Region. Providers who receive Award from the Region shall submit a copy of their Project plan to the Region. The plan shall detail the services or the objective to be met and how implementation will occur. The Project plan shall show it meets the requirements of serving mental health needs. Project shall be assigned project number for tracking should the Award expenditure be audited.

Section 2.2 Compliance with Region Management Plan. Projects shall pertain to mental health services or the delivery of those mental health services. Projects shall be identified as permissible in the Region's Management Plan. Projects will not pertain to substance abuse services unless the Provider is also delivering mental health services as part of the overall services. Failure to comply with these requirements may result in the loss of the Award and/or termination of this contract. Provider shall be responsible for any repayment of the Award to the Region at the direction of the State Auditor.

Section 2.3 Compliance as a Habilitation Home. A Provider identified as a Habilitation Home shall be responsible for ensuring the Project complies with all applicable laws, regulations, rules, or other requirements to maintain status as a Habilitation Home. The Provider's failure to comply with the requirements in Section 2.2 may result in the loss of the Award and/or termination of this Agreement. Provider shall be responsible for any repayment of the Award to the Region at the direction of the State Auditor. Provider shall be responsible to maintain eligibility as an agency to meet settings rules requirements and other capacity requirements, and deliver services paid by Medicaid for Medicaid-eligible individuals. Failure to comply with setting rules requirements may result in loss of the Award and/or termination of this Agreement. Provider shall be responsible for any repayment of the Award to the Region.

Section 2.4 Other Duties of Provider.

a. Providers are responsible for assisting the consumer with maintaining their Medicaid eligibility. The Region is not responsible for payment when Medicaid is lost due to non-compliance with the Medicaid process.

b. Providers shall submit requested information for auditing purposes.
SECTION 3

Duties of the Region

Section 3.1 Compliance. Region shall grant Awards for Projects which comply with mental health services or the delivery of those mental health services. Region shall ensure that Awards given for Projects are distributed as permissible expenditures under state law. Failure to comply with the requirements set forth in Section 2.2 or violation of federal and state laws may result in the termination of this contract or repayment to the Region.

Section 3.2 Prohibitions. Region will not implement policies or rules on Projects that would prevent, prohibit, restrict, or otherwise hinder Providers from providing covered services to Clients in accordance with state and federal law.

Section 3.3 Award Distribution. The Region shall pay Provider up to a total Award of $2,637,143.00 payable in disbursements to be determined by the Region.

SECTION 4

Relationship Between the Parties

Section 4.1 Relationship Between Region and Provider. The relationship between the Region and Provider is solely that of independent contractor and nothing in this Agreement shall be construed or deemed to create any other relationship including one of employment, agency or joint venture. Provider shall maintain social security, workers' compensation and all other employee benefits covering Provider's employees as required by law.

SECTION 5

Hold Harmless, Indemnification and Liability Insurance

Section 5.1 Provider Hold Harmless and Indemnification. Provider shall defend, hold harmless and indemnify the Region against any and all claims, liability, damages or judgments asserted against, imposed or incurred by the Region that arise out of acts or omission of Provider or Provider's employees, agents or representatives in the discharge of its responsibilities under this Agreement.

Section 5.2 Non-Compliance. Provider shall defend, hold harmless and indemnify the Region against any consequences arising from a non-compliance of the Provider's Project, including any pay back of Award to the state of Iowa. Region shall not be responsible for any Award pay back in the event the Provider's Project falls into non-compliance.

Section 5.3 Region Hold Harmless and Indemnification. The Region shall defend, hold harmless and indemnify Provider against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Provider that arise out of acts or omission of the Region and its, agents or representatives in the discharge of its
responsibilities under this Agreement.

Section 5.4 Liability Insurance.

a. Provider Liability Insurance. Provider shall procure and maintain, at the Provider’s own expense, professional liability insurance and comprehensive general or umbrella liability insurance. Evidence of insurance shall be provided at the time of execution of this Agreement and may be provided in the form of a certificate of insurance.

b. Extended Coverage. Liability insurance may be on either an occurrence basis or on a claims-made basis. If the policy is on a claims-made basis, an extended reporting endorsement (tail coverage) for a period of not less than three (3) years after the end of the contract term, or an agreement to continue liability coverage with a retroactive date on or before the beginning of the contract term, shall also be provided.

SECTION 6
Laws and Regulations

Section 6.1 Laws and Regulations. Provider warrants that it is, and during the term of this Agreement will continue to be, operating in full compliance with all applicable federal and state laws.

Section 6.2 Compliance with Civil Rights Laws. Provider agrees not to discriminate or differentiate in the treatment of any individual based on age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability. Provider agrees to ensure mental health services are rendered to Region clients in the same manner, and in accordance with the same standards and with the same availability, as offered to any other individual receiving services from Provider.

Section 6.3 Equal Opportunity Employer. The Region is an equal employment opportunity employer. The Region supports a policy which prohibits discrimination against any employee or applicant for employment on the basis of age, race, creed, color, sex, sexual orientation, gender identity, national origin, religion, or disability or any other classification protected by law or ordinance. Provider agrees that it is in full compliance with the Region’s Equal Employment Policy as expressed herein.

Section 6.4 Confidentiality of Records. The Region and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to the Region clients under this Agreement in accordance with any applicable laws and regulations, including HIPAA. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with information from the Region about clients, it is fully bound by federal and state laws and regulations, including HIPAA, governing the confidentiality of medical records, mental health records and protected health information.
SECTION 7
Term and Termination

Section 7.1 Term. The initial term of this Agreement shall be for a period of twelve (12) months, commencing on the date first above written, unless terminated earlier by either party in accordance with this Agreement.

Section 7.2 Termination of Agreement Without Cause. Either party may terminate this Agreement without cause upon sixty (60) days prior written notice of termination to the other party.

Section 7.3 Termination With Cause by the Region. The Region shall have the right to terminate this Agreement immediately by giving written notice to Provider upon the occurrence of any of the following events: (a) restriction, suspension or revocation of Provider's license, certification or accreditation; (b) Provider's loss of any liability insurance required under this Agreement; (c) bankruptcy filing by the Provider, or (d) Provider's material breach of any of the terms or obligations of this Agreement.

Section 7.4 Termination With Cause by Provider. Provider shall have the right to terminate this Agreement immediately by giving written notice to the Region upon the occurrence of the Region's material breach of any of the terms or obligations of this Agreement.

Section 7.5 Information to Region Clients. Provider acknowledges the right of the Region to inform the Region's clients of Provider's termination and agrees to cooperate with the Region in deciding on the form of such notification.

Section 7.6 Notices to the Region. Any notice, request, demand, waiver, consent, approval or other communication to the Region regarding this Agreement which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

Mae Hingtgen, CEO
MH/DS of East Central Region of Iowa
210 Jones Street
Suite 203
Dubuque, Iowa 52001

Section 7.7 Notices to Provider. Any notice, request, demand, waiver, consent, approval or other communication to Provider which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:
Linn County  
935 2nd St SW  
Cedar Rapids, IA 52404

SECTION 8  
Amendments

Section 8.1 Amendment. This Agreement may be amended at any time by the mutual written agreement of the parties. The Region may amend this Agreement upon sixty (60) days advance notice to Provider and if Provider does not provide written objection to the Region within the sixty (60) day period, then the amendment shall be effective at the expiration of the sixty (60) day period. All Amendments shall maintain Project compliance.

Section 8.2 Regulatory Amendment. The Region may amend this Agreement to comply with applicable statutes and regulations and shall give written notice to Provider of such amendment and its effective date. Such amendment will not require sixty (60) days advance written notice.

Section 8.3 Region Management Plan Amendment. The Region may also amend this Agreement to comply with changes in the Management Plan and shall give written notice to Provider of such amendment and its effective date. Such amendment will not require sixty (60) days advance written notice.

SECTION 9  
Payment Process

Section 9.1 Process. Provider shall submit monthly billing invoices and other requested information for utilization review, as directed in Iowa Administrative Code 441-25.21(1)k. Invoices shall include the following:

a. name and unique identifier of each individual served during the reporting period (if billed by person);
b. identifier and name of service(s) provided;
c. number of units of service, unit rate and total cost of units provided to each individual;
d. reimbursement billed to other sources (including client participation or co-pay), and therefore deducted from the county costs, for each individual;
e. actual amount to be charged to the Region for each individual for the period; and
f. when requested, attendance, records, and/or other documentation substantiating service provision.

* Submit salary and benefits information once and then bill total salary/benefits amount monthly. Receipts should be attached to an invoice payable to Hillcrest or unpaid invoices can be submitted directly from vendor.
Section 9.2 Invoice Submission. Providers may e-mail invoices or send invoices through the regular mail. Invoices may not be faxed. Invoices shall be submitted within sixty (60) days of the service provided unless the Provider is waiting for third party payment. No bill will be paid that is over one year old from the date of service rendered without specific approval from the Region's Regional Governing Board or unless there is a statutory obligation. Invoices may be submitted to either:

a. claims@ecriowa.us; or

b. Julie Davison
   Buchanan County Community Services 210 5th Ave. NE
   Independence, IA 50644

All eligible bills shall be paid within 60 days of receipt of required documentation unless unforeseen circumstances exist.

Section 9.3 Duties of the Region. The Region shall review the invoices and additional utilization information in comparison with service funding authorizations in place. The Region shall only reimburse for those services that are authorized and at the rate approved in the contract.

SECTION 10
Other Terms and Conditions

Section 10.1 Non-Exclusivity. This Agreement does not confer upon the Provider any exclusive right to provide services to the Region's clients in Provider's geographical area. The Region reserves the right to contract with other providers. The parties agree that Provider may continue to contract with other organizations.

Section 10.2 Assignment. Provider will not assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written approval of the Region.

Section 10.3 Subcontracting. Provider will not subcontract any of its rights and responsibilities under this Agreement to any person or entity without prior notification to the Region.

Section 10.4 Entire Agreement. This Agreement and attachments attached hereto constitute the entire Agreement between the Region and Provider.

Section 10.5 Rights of Provider and the Region. Provider agrees that the Region may use Provider's name, address, telephone number, description of Provider and Provider's care and specialty services in any promotional activities. Otherwise, Provider and the Region shall not use each other's name, symbol or service mark without prior written approval of the other party.
Section 10.6 Invalidity. If any term, provision or condition of this Agreement shall be determined invalid by a court of law, such invalidity shall in no way effect the validity of any other term, provision or condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the parties to this Agreement.

Section 10.7 No Waiver. The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

This Agreement has been executed by the parties hereto, through their duly authorized officials.

Provider:  
Linn County  
935 2nd St SW  
Cedar Rapids, IA 52404

Region:  
Mae Hingtgen, CEO  
MH/DS of East Central Region of Iowa  
210 Jones Street  
Suite 203  
Dubuque, Iowa 52001

All communications will be deemed given upon delivery or attempted delivery to the person designated above at the designated address.
MH/DS of the East Central Region
Member Counties: Benton, Bremer, Buchanan, Delaware, Dubuque, Iowa, Johnson, Jones, Linn

Provider Agreement Signature Page

Contract effective Date: July 1, 2020 – June 30, 2021

By: [Signature]

MH/DS of the East Central Region Governance Board
Print Name: [Wayne R. Mantenmehl]
Title: [Chair]
Date: [8/12/2020]

By: [Signature]

Linn County
Print Name: [Signature]
Title: [Chair]
Date: [Signature]
Resolution 092120D

Prepared By: Linn County Secondary Road Dept., 1888 County Home Rd, Marion, IA 52302, (319)892-6400
Return To: Linn County Auditor, 935 2nd Street SE, Cedar Rapids, IA 52404, (319)892-5300

COUNTY AND CITY
PROJECT AGREEMENT

This agreement entered into this 21 day of September, 2020, by and between Linn County, Iowa, hereinafter referred to as County, and the City of Palo, hereinafter referred to as City.

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

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

WHEREAS, it is proposed, that the County plan, design and let for bidding a construction project to repair and overlay with Portland Cement Concrete (PCC) the existing pavement, shoulder and apply pavement markings on shared portions of Blairs Ferry Road and Palo Marsh Road, and

WHEREAS, the City Council and the County Board of Supervisors have informed themselves as to the proposed improvement.

IT IS NOW AGREED that the City of Palo and Linn County enter into an agreement pursuant to Chapter 28E of the Code of Iowa providing for cooperative action pursuant to the proposed roadway construction project and, said cooperative actions include the following:

1) SCOPE OF WORK - Design, let and construct improvements to Blairs Ferry Road and Palo Marsh Road per plans and specifications produced by the Linn County Engineer. Work is to include concrete overlay, granular shoulder, pavement marking, staking, inspection, and other items to complete the project. Other items may include, patching, culvert extensions or replacements, etc.

2) DURATION - This Agreement shall commence on the date that both parties sign this agreement and shall continue thereafter until the final completion of the project and settlement of the financial conditions of this agreement.

3) PURPOSE - The purpose of this Agreement is to accomplish the proposed project as described herein in accordance with the aforesaid scope of work and in agreement with conditions specified in this Agreement.
4) ADMINISTRATION - The County shall be responsible for the administration of this project.

5) The City and County agree to save and indemnify and keep harmless, each other against all liabilities, judgments, costs, and expenses which may in any way come against the County or City or which in any way result from carelessness or neglect of either party or its agents, employees, or workmen in any respect whatsoever.

6) The City and County agree to indemnify and hold each other, their employees and agents, wholly harmless from any damages, claims, demands, or suits by any person or persons arising out of any acts or omissions by the City or County, its agents, servants or employees in the course of any work done in connection with any of the matters set forth in this agreement.

7) FINANCING - The County shall initially finance the cost of the project. The City shall reimburse the County for the actual cost of construction plus 7.5% administration fees (design, inspection, plan preparation, etc.) based on proposed plans and attached project estimate for the portion of the project within their corporate limits as they exist at the time the project is complete. Payment shall be made in three equal and yearly installments with the first payment made within 30 days of receipt of detailed invoice. The remaining payments will be due on July 1st of the following two years.

8) TERMINATION: -
   a) This Agreement shall be considered binding upon the City and the County and shall not be terminated until provisions of paragraph 8b are met after actual work has begun on the project.
   b) This agreement will be terminated upon final acceptance of the work by the City and final settlement of the financial conditions set forth in paragraph 7 thereof.

Executed in triplicate, each of which shall constitute as original, by Linn County on the _______ day of ________, ____, and by the City of Palo on the 21st day of September, 2020.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

CITY OF PALO

ATTEST:
LINN COUNTY AUDITOR

ATTEST:
PALO CITY CLERK
## Linn County Secondary Road Department

**Project No.: L-SHELLSBURG RD(21)**

**Completion Date:** August 6, 2021

**Type of work:** PCC Paving

**Location:** On Shellsburg Road, Palo Marsh Road, and Blairs Ferry Road near Palo

**Letting Date:** February 16, 2021

**Estimate Date:** August 14, 2020

**Project Length:** 2.08 miles

### Engineer's Estimate

**Completion Date:** August 6, 2021

**Working Days:** N/A

**Liquidated Damages:** $1,500/Day

**Proposal Guaranty:** $75,000

### Project Specifications

- **Type of work:** PCC Paving
- **Location:** On Shellsburg Road, Palo Marsh Road, and Blairs Ferry Road near Palo
- **Liquidated Damages:** $1,500/Day
- **Proposal Guaranty:** $75,000
- **Project Length:** 2.08 miles

### Division Breakdown

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**Linn County Seal Coat Bond Breaker Application**

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**Total:** $1,318,300.94

**Linn County Total Estimate:** $834,463.41

**Palo Estimate:** $483,837.54

**Linn County Survey, Design, Inspection, and Administration (7.5%):** $36,287.82

**Palo Total Estimate:** $520,125.35
TRAFFIC CONTROL PLAN

BURNETT STATION ROAD SHALL BE CLOSED TO TRAFFIC DURING CONSTRUCTION. LINN COUNTY SHALL FURNISH, ERECT AND MAINTAIN DETOUR SIGNS IF APPLICABLE. THE CONTRACTOR SHALL FURNISH, ERECT AND MAINTAIN ADVANCED WARNING SIGNS, ROAD CLOSED SIGNS MOUNTED ON TYPE III BARRIERS, ROAD CLOSED SIGNS MOUNTED ON TYPE III BARRIERS AND SAFETY FENCE AT SAFETY CLOSURE LOCATIONS. LOCAL TRAFFIC TO ADJACENT PROPERTIES SHALL BE MAINTAINED AS PROVIDED FOR IN ARTICLE 1107.08 OF THE STANDARD SPECIFICATIONS. TRAFFIC CONTROL DEVICES, PROCEDURES, LAYOUTS, SIGNING AND PAVEMENT MARKINGS INSTALLED WITHIN THE LIMITS OF THIS PROJECT SHALL CONFORM TO THE "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES FOR STREETS AND HIGHWAYS" AS ADOPTED BY THE DEPARTMENT PER 761 OF THE IOWA DOT CHAPTER 130.

SECTION 404 PERMIT AND CONDITIONS


IOWA DEPARTMENT OF NATURAL RESOURCES PERMIT NO.: NOT REQUIRED.
NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES): NOT REQUIRED.
LINN COUNTY FLOOD PLAN PERMIT NO: P920-011

INDEX OF SHEETS

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UTILITY COMPANY CONTACT INFORMATION

1. FARMERS MUTUAL TELEPHONE: MITCH KLEPP 319-456-2224
2. LINN COUNTY ELECTRIC: JOHN HAMMER 319-377-4567
3. LINN COUNTY TELEPHONE: GARRET REDISH 319-892-6400
4. LINN COUNTY SHERRIFF (POLICE TRAFFIC): 319-398-3511
5. EMERGENCY: 911

REFER TO SHEET C.01 FOR TABULATION OF STANDARD ROAD PLANS

CONTACT INFORMATION

LINN COUNTY ENGINEER'S OFFICE
1888 COUNTY HOUSE ROAD
MARION, IOWA 52302
PHONE: (319)-892-0400
FAX: (319)-892-4419

REFER TO SHEET C.01 FOR TABULATION OF STANDARD ROAD PLANS

LINN COUNTY BOARD OF SUPERVISORS

COUNCIL DATE
SUPERVISOR DATE

Secondary Road Department

COUNTY ENGINEER DATE

I hereby certify that this engineering document was prepared by or under my direct personal supervision and that I am a licensed professional engineer under the laws of the State of Iowa.

Bradley J. Kelman, P.E. 16706
DATE Dec 31, 2020
No pages covered by this seal
(Entire submission unless specified here)

A.01
PLAN FOR PROPOSED IMPROVEMENT ON THE
FARM-TO-MARKET SYSTEM
LINN COUNTY, IOWA
HMA RESURFACING WITH MILLING
PROJECT NUMBER
FM-C057(150)-55-57
ON MAIN ST, FROM LISBON CITY LIMITS TO ADAMS AVE
S12 T82 R05 HMA RESURFACING WITH MILLING

REFER TO THE PROPOSAL FORM FOR LIST OF APPLICABLE SPECIFICATIONS.

PROJECT CONTACT INFORMATION
1. ALLAN ENÇO: DAVE BLACK
2. CONTRACTOR: JASON HEEDLAND
3. ENGINEER: JOE EINSTEIN
4. CONSULTANT: STEPHEN KRESS
5. ENSURE LIGHT-ADJ POWER: CHAD ROSS
6. MEDIATWAY TELEPHONE: GARETT REDISH
7. LINN COUNTY: GARETT REDISH
8. EMERGENCY: GARETT REDISH

LINN COUNTY BOARD OF SUPERVISORS

COUNTY ENGINEER DATE

Secondary Road Department

I hereby certify that this engineering document was prepared
by me under my direct personal supervision, and for the
purposes as a Professional Engineer under the laws of
the State of Iowa.

Sincerely,

DEPARTMENT OF PUBLIC WORKS

COUNTY OF LINN

[Signature]

DATE

My License Renewed Date is Dec. 31, 2020

Pages or sheets covered by this seal

(Online submission unless specified here)
PLANS FOR PROPOSED IMPROVEMENT ON THE
FARM-TO-MARKET SYSTEM
LINN COUNTY, IOWA
HMA RESURFACING
PROJECT NUMBER
FM-C057(152)-55-57
ON FIRST STREET AND FRONT DRIVE, FROM BRIDGE #795 TO
OTTERT VIEW ROAD S12 T64 R05.

REFER TO THE PROPOSAL FORM FOR LIST OF APPLICABLE SPECIFICATIONS.
REFER TO SHEET C-01 FOR TABULATION OF STANDARD ROAD PLANS.
I. PURPOSE & OBJECTIVES

The purpose of this policy is to provide time reporting requirements for all employees of Linn County. Accurately reporting time worked is the responsibility of every nonexempt employee. Linn County must keep an accurate record of time worked to calculate employee pay and benefits in accordance with the Fair Labor Standards Act (FLSA). Employees are required to maintain their working hours utilizing the electronic timekeeping system purchased by Linn County for this purpose.

II. SCOPE

This policy is applicable to all regularly scheduled full-time and part-time Linn County employees responsible to the Board of Supervisors; employees responsible to an Elected Official, including the Elected Official and his/her deputies; County Assessor’s Office, Public Health and Conservation employees; and temporary, seasonal or on-call employees.

III. EXCEPTIONS

None

IV. DEFINITIONS

A “work hour” is any hour of the day that is worked and authorized to be worked and should be recorded to the nearest tenth of an hour.

“Authorized hours” are work hours that a manager assigns to complete a task.

The “workday” is defined as eight hours of authorized work for full-time employees typically, but not exclusively, between 8:00 a.m. and 5:00 pm, Monday through Friday. Employees may also be assigned to alternative schedules with the authorization of their managers and according to applicable contract provisions. For example, Secondary Road employees work four ten hour days during the summer months between Memorial Day and Labor Day. Employees who work in 24/7
operations will have schedules that necessarily differ from standard work days and include 2 - 3 shifts in any 24 hour period (i.e., 8 hours, 3 shifts; 12 hours, 2 shifts).

The "workweek" covers seven consecutive days beginning on Saturday beginning at 12:00 a.m. and ending on Friday at 11:59 p.m.* The usual workweek period is 40 hours except for certain positions in the Sheriff’s Office which may follow a different FLSA period. All employees are paid bi-weekly on Friday and the pay covers the pay period through the Friday preceding payday.

"Overtime" is defined as authorized hours worked by a non-exempt (or hourly) employee in excess of 40 hours in a workweek and should be recorded to the nearest tenth of an hour. No employee shall perform work outside their regularly scheduled shift without prior approval from their supervisor.

"Auto Pay" is defined as a feature in an electronic timekeeping system that automatically generates a timesheet for an employee who works a standard 8-5 shift with an hour unpaid for lunch, for example. This is typically used for salaried, exempt employees and may be allowed in certain, limited, circumstances for hourly employees after consultation with the HR Director. It should not be widely used as County bargaining unit contracts require that hourly employees punch in and out for their shifts.

*The final shift at the end of the workweek for certain positions in the Sheriff’s Office may cross over into the new workweek. All hours worked during the cross over shift will be considered as part of the workweek ending on Friday. For JDDS employees, all hours worked during the cross over shift will be considered as part of the new workweek starting on Saturday.

V. PROVISIONS

Timekeeping Procedures

Employees will punch daily and submit their time records bi-weekly as directed by their managers, either online using a computer, County-issued iPad, tablet or mobile phone or by means of a time clock. All hourly employees must punch in and out for their shifts and meal periods unless the employee has a shift where the meal period is paid.** Paper timesheets will be discontinued as quickly as departments still using paper timesheets can be transitioned to the new electronic system. Any time record submitted after the bi-weekly payroll deadline will result in those hours worked being included in the next regular pay cycle.

Time records must show all hours worked using project codes, departmental codes, and labor distribution codes where applicable. Time away from work (TAFW) must be recorded each week (i.e., vacation time, sick time). Time records should not be completed in advance.

**Field staff should punch in and out for meal period if they are using a mobile application on a County-issued cell phone. Otherwise, employees should enter their meal periods into their electronic time record once they return to their work site.

Time worked includes all time that an employee is required to be performing duties for the County. Time worked is used to determine overtime pay required for non-exempt employees. Per Linn County’s collective bargaining agreements, paid time away from work goes above the requirements of the Fair Labor Standards Act and counts the following provisions as time worked:

- Work away from premises or at home. If approved, work performed off the premises or job site or at home by a non-exempt employee will be counted as time worked. A nonexempt employee will not be permitted to perform work away from the premises, job site or at home unless approved in advance in writing by the department director.
• **Unauthorized overtime.** If an employee works unauthorized overtime, they must be paid for the hours worked; however, they may be subject to discipline for violating the work rule/directive/policy.

• **Break time.** Rest periods of 15 minutes or less are counted as time worked.

• **Paid leave.** Approved paid leave absences, including but not limited to sick leave, vacation leave, personal days, holiday leave, military leave (up to 30 calendar days), jury duty, bereavement leave, compensatory time used, voting time off, and worker’s compensatory leave are counted towards reaching the overtime threshold of 40 hours in workweek.

Time not worked includes all time that an employee is not “on the clock.” Some examples would be as follows:

• **Lunch or dinner periods.** Uninterrupted time off for lunch or dinner is not counted as time worked unless the employee has a shift that includes meal periods (i.e., Direct Support Staff, Youth Counselor, etc.)

• **“J” time is not hours worked and therefore does not count towards overtime calculations.**

• **Dock** time (no pay) is not hours worked and therefore does not count towards overtime calculations.

Non-exempt employees must accurately record the time they begin and end their work, as well as the beginning and ending time of each meal period. They must also record the beginning and ending time of any departure from work for personal reason (i.e., doctor’s appointment).

Linn County has a 6 minute rounding rule when punching IN and OUT at time clocks or other electronic timekeeping devices. The following chart shows how each 6 minutes within a 60 minute period rounds to the nearest 10th of an hour.

**Rounding Chart**

<table>
<thead>
<tr>
<th>Punch</th>
<th>Tenth</th>
<th>Rounded Minutes</th>
</tr>
</thead>
<tbody>
<tr>
<td>.57 - .02</td>
<td>0.00</td>
<td>0.00</td>
</tr>
<tr>
<td>.03 - .08</td>
<td>0.10</td>
<td>0.06</td>
</tr>
<tr>
<td>.09 - .14</td>
<td>0.20</td>
<td>0.12</td>
</tr>
<tr>
<td>.15 - .20</td>
<td>0.30</td>
<td>0.18</td>
</tr>
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<td>.21 - .26</td>
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<td>.27 - .32</td>
<td>0.50</td>
<td>0.30</td>
</tr>
<tr>
<td>.33 - .38</td>
<td>0.60</td>
<td>0.36</td>
</tr>
<tr>
<td>.39 - .44</td>
<td>0.70</td>
<td>0.42</td>
</tr>
<tr>
<td>.45 - .50</td>
<td>0.80</td>
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</tr>
<tr>
<td>.51 - .56</td>
<td>0.90</td>
<td>0.54</td>
</tr>
</tbody>
</table>

Exempt (or salaried) employees are management employees who do not qualify for overtime. Exempt employees do not punch in and out on a daily basis; however, they are expected to record all leave time taken. Flexible time is allowed up to a certain threshold as outlined in the Management, Non-Bargaining and Confidential Manual.
A. Each employee will
   1. Maintain an accurate daily record on his or her time electronic record of hours worked.
   2. Request authorization for time away from work. All absences from work schedules should be appropriately authorized, recorded and coded.
   3. Obtain correct project/departmental codes, overtime or premium codes and overhead codes, if applicable.
   4. Obtain approval for any overtime, compensatory time or premium pay adjustments to be made in the workweek.
   5. Sign his or her completed electronic time record to certify the accuracy of all time recorded.
   6. Submit the time record to the manager or timekeeper by the department payroll deadline. The manager will review and then approve the time record before submitting it for payroll processing.
   7. Notify the department manager of any reporting time errors immediately.

B. Each Manager Will
   1. Ensure that all employees maintain accurate time records.
   2. Ensure that employees reporting to him or her have the correct project/departmental codes, overtime or premium codes and overhead codes for their assignments if applicable.
   3. Provide approval for overtime, compensatory time, premium pay or paid leave.
   4. Approve time records and submit them to payroll by the Auditor’s Office deadline for submittal.

   Note: Timekeepers/payroll processors should assist the department managers for whom they process payroll in making sure that all time submitted has the appropriate authorizations and follows FLSA and contract requirements.

C. Payroll staff will:
   1. Verify that employee time records have been properly authorized and follow labor contract provisions.
   2. Ensure that all employees are paid earned wages/salaries at appropriate rates on appropriate dates in accordance with federal and state regulations.
   3. Make available bi-weekly earnings statements via electronic means (except for those few grandfathered employees who still receive paper checks).
   4. Post all time and labor charges to the labor distribution and allocation journals.

VI. ENFORCEMENT

Employees who do not follow the procedures set forth in this policy may be subject to disciplinary action. Altering, falsifying, tampering with your or others’ time records or recording time on another employee’s time record may result in disciplinary action, up to and including termination of employment.