



MEETING AGENDA
MONDAY, JUNE 18, 2018
9:00 A.M.

INFORMAL BOARD ROOM—JEAN OXLEY PUBLIC SERVICE CENTER
935 SECOND STREET SW, CEDAR RAPIDS, IOWA

CALL TO ORDER

PUBLIC COMMENT: 5 Minute Limit per Speaker

This comment period is for the public to address topics on today's agenda.

MOTION TO APPROVE MINUTES

Presentation by GSI Works for FY19 economic development funding consideration.

Presentation by Willis Dady Homeless Services for FY19 economic development funding consideration.

Discuss a renewal agreement between Linn County and the Medical Director for Linn County Juvenile Detention Center.

Discuss a contract entitled, Linn County Early Childhood Iowa FY 19 Fiscal Agent Agreement, between Linn County and Linn County Early Childhood Iowa Board.

Discuss a contract entitled, FY 19 Linn County Early Childhood Iowa Board Contract for Employer of Record and Administrative Support Services, between Linn County and Linn County Early Childhood Iowa Board.

Discuss a Vacancy Form requesting a Secretary for the Linn County Attorney's Office

Discuss a Vacancy Form requesting a part time day custodian for the Facilities Department

Discuss a Vacancy Form requesting two part time evening custodians for the Facilities Department

Discuss professional services contract for ADA design work at the Linn County Correctional Center.

Discuss and decide on authorizing Chair to sign purchase order #5477 for \$10,095.45 to Capital Sanitation Supply for a floor scrubber for Facilities.

PUBLIC COMMENT: 5 Minute Limit per Speaker

This is an opportunity for the public to address the Board on any subject pertaining to Board business.

MOTION TO APPROVE PAYROLL AUTHORIZATIONS

Motion to approve Employment Change Roster (Payroll Authorizations).

MOTION TO APPROVE CLAIMS

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 JUVENILE DETENTION
MEDICAL DIRECTOR SERVICE AGREEMENT**

This Agreement entered into this _____ day of June, 2018, between Linn County, Iowa, (hereinafter referred to as "County") and Robert Braksiek, M.D., a doctor of medicine and surgery licensed in the State of Iowa and duly appointed Medical Director of the Linn County Juvenile Detention Center, Linn County, Iowa, (hereinafter referred to as "Medical Director").

WITNESSETH, IN CONSIDERATION of the mutual undertakings and agreements hereinafter set forth, County and Medical Director agree as follows:

I. MEDICAL DIRECTOR SHALL:

1. Serve as the Medical Director for medical nursing staff and provide continuing medical education to nursing staff relative to pertinent health care topics affecting the inmate population.
2. Determine the needs and exercise the final medical judgment regarding health care delivery to inmates at the Linn County Juvenile Detention Center.
3. Review treatment recommendations of other health care providers regarding inmates, and approve all prescription and non-prescription medications entering the Linn County Juvenile Detention Center.
4. Annually review and validate medical protocols, policies and procedures of the Linn County Juvenile Detention Center.
5. Review and suggest modifications to such protocols, policies and procedures as necessary to maintain the appropriate level of medical care for inmates.
6. Provide telephone/text/email consultation as necessary between 9am and 5pm daily.
7. Provide onsite visits up to 2 times per month and as needed/necessary.
8. Maintain the appropriate licensing required to practice medicine in the State of Iowa.
9. Maintain own medical malpractice and medical director insurance.

II. LINN COUNTY SHALL:

1. Compensate Medical Director annually at the rate of \$25,000, paid in monthly installments of \$2083.35. The above compensation is provided in exchange for the time, expertise and medical services provided by the Medical Director at the Linn County Juvenile Detention Center.
2. Pursuant to Section 670.8, Code of Iowa, the County shall defend, save harmless and indemnify the Medical Director, as if he were an employee, against any claim or demand related to acts or omissions within the scope of his/her duties (except for claims of medical liability and malpractice), whether groundless or otherwise. In the event the Medical Director refuses or fails to cooperate in the defense against the claim or demand, the County shall have a right of indemnification against the Medical Director.
3. Compensate Medical Director at the rate of \$ 250 per hour for visits in excess of 2 visits/month.

III. ADMINISTRATION:

1. This agreement recognizes that Medical Director is an independent contractor and is not an employee of Linn County, Iowa, or the Linn County Juvenile Detention Center for any purpose.
2. The Medical Director shall not exercise direct supervision over Linn County Juvenile Detention Health Care staff or officials.
3. The existence and subject matter of all policies and procedures for delivery of health care at the Linn County Juvenile Detention Center as well as the supervision and compliance with said policies and procedures shall be the responsibility of the Linn County Juvenile Detention Center.

IV. TERM OF THIS AGREEMENT:

1. This agreement shall commence on July 1st, 2018, and shall be in effect until June 30th, 2019.
2. The parties may terminate this agreement without penalty upon service of written notice at least ninety (90) days before the effective date of said termination.

IN WITNESS WHEREOF, the parties hereto have set their hands for the purposes herein expressed to this instrument, as of the _____ day of June, 2018.

Robert Braksiek, M.D. **Date**
Medical Director

Chairperson **Date**
Linn County Board of Supervisors

Linn County Early Childhood Iowa FY 19 Fiscal Agent Agreement

This agreement is between the Linn County Early Childhood Iowa Board, hereafter referred to as LOCAL BOARD, and Linn County Board of Supervisors on behalf of **Linn County Community Services** hereafter referred to as the **Fiscal Agent**.

I. Purpose of Agreement

The LOCAL BOARD has been designated an Early Childhood Iowa area within the geographical area it serves and has received a grant of state funds of **\$1,067,340.00** for School Ready Children Services, and a grant of state funds of **\$438,530.00** for an Early Childhood Program (hereinafter referred to jointly as EARLY CHILDHOOD IOWA funds) for state fiscal year 2019.

Pursuant to Iowa Code Chapter 256I the LOCAL BOARD is required to designate a public entity as a fiscal agent to administer grant funds. Linn County Community Services is designated as the Fiscal Agent for the LOCAL BOARD.

II. Duration of Agreement

This agreement shall become effective on **July 1, 2018**. This agreement shall remain in effect until June 30, 2019, or until earlier terminated according to the provisions herein. This agreement may be renewed or extended by the mutual written agreement of the parties in the form of an amendment specifying the new agreement period and the amount of funds available to the LOCAL BOARD for the new agreement period. All other terms of the agreement shall remain in effect unless otherwise specifically amended.

III. Responsibilities of Fiscal Agent

The Fiscal Agent shall provide the following services for each of the two separate funds for which it is acting as fiscal agent:

- A.** Deposit EARLY CHILDHOOD IOWA funds into accounts in accordance with Iowa Code Chapter 12C and the Cash Management Improvement Act, 31 U.S.C. §6501 et seq.
- B.** Issue payments from the Early Childhood Iowa grant account as directed by authorized LOCAL BOARD personnel. Payments shall be issued to the individual, vendor, business, or other entity identified by the LOCAL BOARD, in the amount specified, and to the address provided by the LOCAL BOARD. Payments shall be issued as directed, within **30 business days** from the date the Fiscal Agent receives written notification from authorized LOCAL BOARD personnel.
- C.** Be responsible for any costs charged by the financial institution for maintaining the Early Childhood Iowa grant accounts or accounts containing EARLY CHILDHOOD IOWA grant funds. The Fiscal Agent shall ensure that any such costs are reduced or offset to the extent possible through earnings credits offered by the financial institution.
- D.** Be responsible for completing and submitting any 1099 reports as required by federal or state law or regulation.

- E.** Maintain separate accounting records for School Ready Children Services and Early Childhood Program funds that at a minimum include the following:
1. For each School Ready Children Services grant payment and for each Early Childhood Program grant payment made as directed by the LOCAL BOARD:
 - a. The date written notification/authorization was received from the Local Board.
 - b. The name of the authorized LOCAL BOARD staff authorizing the payment.
 - c. The name and mailing address of the payee.
 - d. The amount of the payment.
 - e. The check number or other unique identification of the payment.
 - f. The date the payment was mailed or hand-delivered to the payee.
 - g. The date the payment is cleared or paid out of the EARLY CHILDHOOD IOWA grant account or account containing EARLY CHILDHOOD IOWA grant funds.
 - h. The date of any stop payment requested by the Fiscal Agent and the reason.
 2. Running balances for each fund which include:
 - a. The cumulative amount of payments authorized by the LOCAL BOARD.
 - b. The cumulative amount of payments issued.
 - c. Available Early Childhood Iowa grant funds that are not encumbered or otherwise allocated for payments made but not yet cashed.
- F.** Provide for, account for and deposit the amount of any monthly bank costs for maintaining the EARLY CHILDHOOD IOWA fund account or proportion of such costs attributable to that portion of an account constituting EARLY CHILDHOOD IOWA grant funds, and the amount of any monthly interest earned for the EARLY CHILDHOOD IOWA fund account or proportion of such earnings attributable to that portion of an account constituting EARLY CHILDHOOD IOWA grant funds into the appropriate ECI fund account.
- G.** Submit monthly expenditure reports within **30 business days** from the end of the prior month to the LOCAL BOARD. Reports shall be submitted in a format agreed to by the LOCAL BOARD and the Fiscal Agent, and shall include as much of the information as the Fiscal Agent is required to maintain as described in this section as the LOCAL BOARD may request, and as is necessary to reconcile the records of the LOCAL BOARD with the records of the Fiscal Agent.
- H.** Submit a report within **30 business days** from the end of the agreement period, or such earlier date as the agreement may be terminated, to the LOCAL BOARD. The report shall be submitted in a format agreed to by the LOCAL BOARD and the Fiscal Agent, and shall include as much of the information as the Fiscal Agent is required to maintain as described in this section and as the LOCAL BOARD may request, and as is necessary to reconcile the records of the LOCAL BOARD with the records of the Fiscal Agent.
- I.** Iowa Administrative Code Chapter 541.9 requires an audit, conducted by an independent agency, of the EARLY CHILDHOOD IOWA funds managed by area boards. "Audit" means a financial review by area boards of EARLY CHILDHOOD IOWA funds. Area boards that receive over \$500,000 in federal funds from all funding sources shall complete a full audit of the funds. Area boards that do not receive over \$500,000 in federal funds from all funding sources, may complete a full audit or coordinate with the fiscal agent's

financial review to conduct the state board approved agreed-upon procedures. Requirements are found in the ECI on-line toolkit, Tool UU.

- J.** Provide services in section III at **no cost** to the LOCAL BOARD.
- K.** Return unexpended EARLY CHILDHOOD IOWA grant funds, and accrued interest as may be required by law, to the LOCAL BOARD if this agreement is terminated or if EARLY CHILDHOOD IOWA GRANT funds remain in an account held by the Fiscal Agent at the end of the agreement period, unless the agreement is renewed or extended as provided for herein.
- L.** If this agreement is renewed or extended any unexpended EARLY CHILDHOOD IOWA grant funds remaining in an account held by the Fiscal Agent at the end of the current agreement period shall be retained by the Fiscal Agent for use in the next agreement period.
- M.** Additional Local Requirements:
 - a) Provide detailed Monthly Control sheet for Finance Committee, Board and ECI Director's review at their regularly scheduled meetings. Control sheets to include but not be limited to the following:
 - Program and Administrative Budget per Funding Source
 - Program and Administrative Budget by their Line-Item Category
 - School Ready-funded program expenditures by stipulated category
 - Program and Administrative-specific information on Claims pending, Claims Paid, Budget Balance and % Expended
 - Interest tracked per Funding source and stipulated category
 - Comparable information on Program's Local Match requirements
 - Balance Life to Date to project possible carry-forward
 - b) Reconcile monthly cash expenditure report from the Auditor's office with the ECI Board's Monthly Control sheet.
 - c) Assist with "ECI Funding 101" tutorial for incoming Board Treasurer upon request. The tutorial will include, but not be limited to, a review of claims process and forms and the process by which the fiscal agent prepares the Monthly Control sheet.
 - d) Provide financial data to the ECI Director for completion of Financial Reports required by the State ECI office. Data is to be provided to the ECI staff to enable staff to complete the report in the format required by the state by the deadlines.
 - e) Provide Advance payment to Programs only when directed by the Board.
 - f) Assist ECI staff with all relevant aspects of the Agreed-Upon-Procedures process.
 - g) Review the draft ECI Annual Report Financials prepared by Linn County ECI staff, provide edits as necessary and then sign final document if in agreement with content

IV. Responsibilities of LOCAL BOARD

The LOCAL BOARD shall have the following responsibilities:

- A.** Advise the Fiscal Agent in writing of the identity of LOCAL BOARD personnel authorized to approve and submit payment requests for EARLY CHILDHOOD IOWA grant funds to the Fiscal Agent and to receive and review expenditure and other reports from the Fiscal Agent as required herein.

- B.** Determine the amount and payee for any payment to be made from EARLY CHILDHOOD IOWA grant funds.
- C.** Authorized staff shall submit a dated written authorization to the Fiscal Agent to make payments for EARLY CHILDHOOD IOWA grant funds approved by the LOCAL BOARD, which authorization shall designate whether payment should be made from the School Ready Children Services account or the Early Childhood Program account.
- D.** Maintain separate accounting records for each School Ready Children Services payment and for each Early Childhood Program payment authorized to be paid by the Fiscal Agent that at a minimum include the following:
 - 1. The date written notification/authorization was submitted to the Fiscal Agent.
 - 2. The name of the authorized LOCAL BOARD staff authorizing the payment.
 - 3. The name and mailing address of the payee.
 - 4. The amount of the payment.
- E.** Review on a monthly basis the monthly expenditure reports submitted by the Fiscal Agent and reconcile with the records maintained by the LOCAL BOARD. The LOCAL BOARD and Fiscal Agent shall work together to resolve any discrepancies and take any necessary corrective action.
- F.** Review the report submitted by the Fiscal Agent at the end of the agreement period or other termination of the agreement and reconcile with the records maintained by the LOCAL BOARD. The LOCAL BOARD and Fiscal Agent shall work together to resolve any discrepancies and take any necessary corrective action.
- G.** Any EARLY CHILDHOOD IOWA GRANT funds allocated to the LOCAL BOARD remaining unexpended at the end of the state fiscal year shall be retained for use in the next state fiscal year and shall be treated as an advance of the EARLY CHILDHOOD IOWA grant funds allocated to the LOCAL BOARD for the next state fiscal year.

V. General Provisions

- A.** Agreement Amendment - The agreement shall be amended only upon written agreement of both parties.
- B.** Renegotiation Clause. In the event there is a revision of Federal regulations, state laws, or administrative rules and this agreement no longer conforms to those regulations, laws, or rules, all parties will review the agreement and renegotiate those items necessary to conform with the new regulations, laws, or rules.
- C.** Termination of Agreement
 - 1. For Cause. Causes for termination during the period of the agreement are:
 - a. Failure of the Fiscal Agent to complete or submit required report.
 - b. Failure of the Fiscal Agent to make financial and statistical records available for review by the Board or other authorized party.
 - c. Failure of the Fiscal Agent to abide by the terms of this agreement.If one of the above occurs, the LOCAL BOARD shall provide written notice to the Fiscal Agent requesting that the noncompliance be remedied immediately. In the event

that the noncompliance continues fifteen (15) days beyond the date of the written notice, the LOCAL BOARD may either immediately terminate the agreement without additional notice, or enforce the terms and conditions of the agreement and seek any legal or equitable remedies.

2. Across the board reductions. Any across the board reductions in State appropriations shall apply to this agreement. Should the LOCAL BOARD determine that the across the board reduction will affect this agreement, any funds allocated to the project and deposited with the Fiscal Agent will be adjusted pursuant to the reduction. The LOCAL BOARD shall provide the Fiscal Agent reasonable written notice before any across the board reduction is put in place. During the notice period, the parties will meet and attempt in good faith to agree upon changes to this agreement to address such reduction.
3. State reorganization plan. The LOCAL BOARD shall have the right to terminate this agreement, by giving the Fiscal Agent reasonable written notice, in the event the LOCAL BOARD is altered by legislative mandate or by direction of the State of Iowa or federal government.
4. Legislative reorganization. The Fiscal Agent expressly acknowledges that the program delivered pursuant to this agreement is subject to Legislative change by either the federal or state governments. Should either legislative body enact measures which alter the program, the Fiscal Agent shall not hold the LOCAL BOARD liable in any manner for the resulting changes. The LOCAL BOARD shall provide reasonable written notice to the Fiscal Agent of any such legislative change. The parties will meet and attempt in good faith to agree upon changes to this agreement to address such reorganization.
5. Upon notice. Either party may terminate this agreement by providing 30 days written notice to the other party.

D. Confidentiality - The Fiscal Agent shall comply with all applicable federal and state laws and regulations on confidentiality.

E. Statement Regarding Meeting All Federal and State Requirements - The Fiscal Agent shall be in compliance with all applicable federal and state laws, rules, and regulations.

F. Records Retention - The Fiscal Agent shall maintain records that document the validity of reports submitted to the LOCAL BOARD. The Fiscal Agent shall retain all books, records, or other documents relevant to this agreement for a period of five (5) years after this agreement is no longer in effect after final payment, or until final audit findings have been resolved, whichever is later.

G. Review of Contract Related Documentation - Upon request, the Fiscal Agent shall allow authorized representatives of the LOCAL BOARD or state or federal agencies to have access to the records as is necessary to confirm compliance with the specifications of this agreement. Reviews may include off-site or on-site visits to the Fiscal Agent, the Fiscal Agent's central accounting office, the offices of the Fiscal Agent's agents, a combination of these, or by mutual decision, to other locations.

H. Federal Lobbying Requirements - In accordance with the requirements under 34 CFR 82, "New Restrictions on Lobbying," the Fiscal Agent shall comply with the restrictions on lobbying requirements. The Fiscal Agent certifies, to the best of his or her knowledge and belief, that:

No federal appropriated funds have been paid or will be paid on behalf of the sub-grantee to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of the Congress, an officer or employee of the Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, or the extension, continuation, renewal, amendment, or modification of any federal contract, grant loan or cooperative agreement.

If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of the Congress, or an employee of a Member of Congress in connection with this Contract, grant, loan, or cooperative agreement, the applicant shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

I. Certification Regarding Drug Free Workplace

Requirements for contractors who are not individuals. If Contractor is not an individual, by signing below Contractor agrees to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the person's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
2. Establishing a drug-free awareness program to inform employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The person's policy of maintaining a drug- free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations;
3. Making it a requirement that each employee to be engaged in the performance of such contract be given a copy of the statement required by subparagraph 1;
4. Notifying the employee in the statement required by subparagraph 1, that as a condition of employment on such contract, the employee will:
 - a. Abide by the terms of the statement; and
 - b. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than 5 days after such conviction;
5. Notifying the contracting agency within 10 days after receiving notice under subparagraph 4b from an employee or otherwise receiving actual notice of such conviction;
6. Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by 41 U.S.C. § 703; and

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of subparagraphs 1, 2, 3, 4, 5, and 6.

Requirement for individuals. If Contractor is an individual, by signing below Contractor agrees to not engage in the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance in the performance of the contract.

Notification Requirement. Contractor shall, within 30 days after receiving notice from an employee of a conviction pursuant to 41 U.S.C. § 701(a)(1)(D)(ii) or 41 U.S.C. § 702(a)(1)(D)(ii):

1. Take appropriate personnel action against such employee up to and including termination; or
2. Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.

- J.** Debarment, Suspension, And Other Responsibility Matter Requirements - In accordance with the requirements under 34 CFR 85, "Government-wide Debarment and Suspension (Nonprocurement)," the Fiscal Agent shall comply with the debarment and suspension requirements. The Fiscal Agent agrees, to the best of its knowledge and belief, that it and its subcontractors:

Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;

Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;

Are not presently indicted for otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated above; and

Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

- K.** Environmental Tobacco Smoke Requirements - The Contractor shall comply with the requirements of Public Law 103-227, Part C. Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994 (Act). The Act requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education, or library services to children under the age of 18, if the services are funded by Federal programs either directly or through States, local governments, by Federal grant, contract, loan, or loan guarantee. The Contractors will require that the language of this certification be included in any Contracts which contain provisions for children's services and that all sub-contractors shall certify accordingly.

Linn County Early Childhood Iowa Board

Linn County Board of Supervisors

Signature

Dave Loy
Linn County ECI Board Chair

Date

Signature

John Harris
Linn County Board of Supervisor Chair

Date

ECI Fiscal Agent Contact information:

Staci Meade
LCCS Financial Management Director
Community Services Building
1240 26th Avenue Court SW
Cedar Rapids IA 52404
319-892-5607

FY 19 Linn County Early Childhood Iowa Board Contract for Employer of Record and Administrative Support Services

This Agreement is effective on July 1, 2018 and is between the Linn County Early Childhood Iowa (ECI) Board and the Linn County Board of Supervisors on behalf of Linn County Community Services to support Linn County ECI staff and ECI Board Operations.

SECTION 1. IDENTITY OF THE PARTIES.

- 1.1** The **Linn County Early Childhood Iowa Board** (“BOARD”) is authorized to enter into this Contract. The Board’s address is: Community Services Building, 1240 26th Avenue Court SW, Cedar Rapids, IA 52404
Contact Person: Linn County ECI Board Chair Phone: #892-5721
- 1.2** **Linn County Board of Supervisors** (“CONTRACTOR”) is organized under the laws of the state of Iowa and authorized to do business in the state of Iowa. The Contractor’s address is: 935 2nd Street SW, Cedar Rapids IA 52404

SECTION 2. DURATION OF CONTRACT.

The term of this contract shall be **July 1, 2018 through June 30, 2019** unless terminated earlier in accordance with the Termination section of this Contract.

SECTION 3. SCOPE OF SERVICES.

- 3.1 Deliverables.** The CONTRACTOR agrees to:
- 3.1.1 Serve as Employer of Record of designated ECI staff at the FTE level in the approved ECI budgets.
 - 3.1.2 Have LCCS Executive Director meet regularly with ECI Director to ensure required ECI responsibilities are met which includes but is not limited to:
 - a. Meet ECI legislative requirements in the Iowa Administrative Code.
 - b. Convene and facilitate Linn County ECI BOARD meetings per By-Laws.
 - c. Convene and facilitate Linn County ECI Committee meetings per By-Laws.
 - d. Convene and/or attend relevant community collaboration meetings.
 - e. Attend Early Childhood Iowa statewide Director meetings.
 - f. Provide fiscal and program performance monitoring of contracts.
 - g. Ensure BOARD membership compliance with Iowa Administrative Code.
 - h. Participate in professional development activities related to job duties.
 - i. Maintain Early Childhood Iowa Designation.
 - j. Have ECI Director provide supervision of Grant Coordinator.
 - k. Respond to defined requests for information from Early Childhood Iowa office.
 - l. ECI Staff prepares and submits required ECI reports and documents by the deadlines.
- 3.2 Outputs and Performance Measures of designated ECI Staff:**
- 3.2.1 Convene up to 9 local ECI Board meetings each FY.
 - 3.2.2 Update the Community Plan by state-defined timelines.
 - 3.2.3 Director or designated representative will attend at least 75% of Early Childhood Iowa statewide or regional Director meetings.
 - 3.2.4 100% of required State ECI documents/reports are submitted by the deadline.
 - 3.2.5 33% of ECI-funded programs have an on-site contract compliance site visit each FY.
 - 3.2.6 Meet requirements to maintain designation as an Early Childhood Iowa Board.

3.3 Monitor and Review Clause

3.3.1 Progress Report Requirements

Submit approved ECI Annual Report to the State ECI Office prior to the annual due date which historically has been September 15th.

3.4 Fiscal Requirements of Contractor

Claims: The State fiscal year ends June 30th and all claims for expenses incurred in the contract period must be submitted no later than **July 19th**. Expenses can **only** be submitted for services provided or products delivered by the June 30th end date of the fiscal year. Reimbursement requests submitted more than 20 days after the end of the state fiscal year (June 30th) or the contract period will be denied.

Budget Revisions: Changes to the budget, including personnel changes, must be communicated to the Linn County ECI Board.

Cost Allocation: Appropriately assign costs across funding sources.

3.5 Non-Exclusive Rights.

This Contract is not exclusive. The Board reserves the right to select other contractors to provide services similar or identical to the Scope of Services described in this Contract during the term of this Contract.

SECTION 4. COMPENSATION.

4.1 Funding Sources

Early Childhood Iowa Administrative Allocation and Carry Forward
Early Childhood Iowa School Ready Quality Improvement
Linn County Community Services Tax \$ Support

Payment

ECI Board will provide Linn County ECI funds to Contractor for actual expenses, not to exceed **\$90,039** toward purchase of:

- **ECI Staff expenses:** Salary, benefits, travel, professional development, office equipment, consumable office supplies, postage, copies, phone.
- **ECI Board expenses:** Liability Insurance, AUP financial review, Early Childhood Needs Assessment, Board Operations, Website, Survey Monkey, Website and Marketing items listed in ECI Admin Budget.

The Contractor will provide the balance of funds needed for ECI Staff and Board Expenses in an amount that does not exceed previously approved Tax Support \$ request and LCCS Surplus.

4.2 Payment Clause.

Reimbursement of expenses will be commensurate with Contractor's designated staff ability to meet the Scope of Services and Progress Report Measures. Failure to meet Section 3.0 may result in a financial penalty to the Contractor. Failure by the Contractor's designated staff to collect and report the Required State data, and whose failure then results in a financial loss to the Board, will be required to payback a commensurate amount of funding to the Board.

4.3 Delay of Payment Due to Contractor's Failure.

If the Board in good faith determines that the Contractor has failed to perform or deliver any service or product or report as required by this Contract, the Contractor shall not be entitled to any compensation under this Contract until such service or product is performed or delivered.

In this event, the Board may withhold that portion of the Contractor's compensation, which represents payment for service or product that was not performed or delivered.

SECTION 5. TERMINATION

5.1 Termination for Cause.

The occurrence of any one or more of the following events shall constitute cause for the Board to declare the Contractor in default of its obligations under this Contract.

- 5.1.1 The Contractor fails to perform, to the Board's satisfaction, any material requirement of this Contract or is in violation of a material provision of this Contract, including, but without limitation, the express warranties made by the Contractor;
- 5.1.2 The Board determines that satisfactory performance of this Contract is substantially endangered or that a default is likely to occur;
- 5.1.3 The Contractor fails to make substantial and timely progress toward performance of the Contract;
- 5.1.4 The Contractor becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the Contractor terminates or suspends its business; or the Board reasonably believes that the Contractor has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;
- 5.1.5 The Contractor has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of this Contract;
or
- 5.1.6 The Contractor has engaged in conduct that has or may expose the State or the Board to liability, as determined in the Board's sole discretion.
- 5.1.7 The Contractor has infringed any patent, trademark, copyright, trade dress or any other intellectual property right.
- 5.1.8 The Contractor fails to comply with any provision of Iowa Code chapter 8F.

5.2 Notice of Default.

If there is a default event caused by the Contractor, the Board shall provide written notice to the Contractor requesting that the breach or noncompliance be remedied within the period of time specified in the Board's written notice to the Contractor. If the breach or noncompliance is not remedied by the date of the written notice, the Board may either:

- 5.2.1 Immediately terminate the Contract without additional written notice; or,
- 5.2.2 Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

5.3 Termination Upon Notice.

Following 15 days' written notice, the Board may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the Contractor. Following termination upon notice, the Contractor shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Contract to the Board up to and including the date of termination.

5.4 Termination Due to Lack of Funds or Change in Law.

The Board shall have the right to terminate this Contract without penalty by giving fifteen (15) days' written notice to the Contractor as a result of any of the following:

- 5.4.1 Adequate funds are not appropriated or granted to allow the Board to operate as required and to fulfill its obligations under this Contract;
- 5.4.2 Funds are de-appropriated or not allocated or if funds needed by the Board, at the Board's sole discretion, are insufficient for any reason;

- 5.4.3 The Board's authorization to operate is withdrawn or there is a material alteration in the programs administered by the Board;
- 5.4.4 The Board's duties are substantially modified.

5.5 Remedies of the Contractor in Event of Termination by the Board

In the event of termination of this Contract for any reason by the Board, the Board shall pay only those amounts, if any, due and owing to the Contractor for services actually rendered up to and including the date of termination of the Contract and for which the Board is obligated to pay pursuant to this Contract. Payment will be made only upon submission of invoices and proper proof of the Contractor's claim. This provision in no way limits the remedies available to the Board under this Contract in the event of termination. However, the Board shall not be liable for any of the following costs:

- 5.5.1 The payment of unemployment compensation to the Contractor's employees;
- 5.5.2 The payment of workers' compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates;
- 5.5.3 Any costs incurred by the Contractor in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract;
- 5.5.4 Any taxes that may be owed by the Contractor in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

5.6 The Contractor's Termination or Non-Renewal Duties.

The Contractor upon receipt of notice of termination or upon request of the Board, shall:

- 5.6.1 Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination/non-renewal, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the Board may require.
- 5.6.2 Immediately cease using and return to the Board any personal or intellectual property, supplies, materials, whether tangible or intangible, provided by the Board or through Board funds, to the Contractor.
- 5.6.3 Comply with the Board's instructions for the timely transfer of any active files and work product produced by the Contractor under this Contract.
- 5.6.4 Cooperate in good faith with the Board, its employees, agents and contractors during the transition period between the notification of termination/non-renewal and the substitution of any replacement contractor.
- 5.6.5 Immediately return to the Board any payments made by the Board for services that were not rendered by the Contractor.

5.7 Obligations Owed to Third Parties.

The Contractor represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the Contractor pursuant to this Contract are or will be fully satisfied by the Contractor so that the Board will not have any obligations with respect thereto.

SECTION 6. CONFIDENTIAL INFORMATION.

No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the Board, either during the period of the Contract or thereafter. Any data supplied to or created by the Contractor shall be considered the property of the Board. The Contractor must return

any and all data collected, maintained, created or used in the course of the performance of the Contract in whatever form it is maintained promptly at the request of the Board.

SECTION 7. INDEMNIFICATION.

The Contractor agrees to indemnify and hold harmless the Board, its officers, employees and agents appointed and elected and volunteers from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including the costs and expenses and reasonable attorneys' fees of other counsel required to defend the Board, related to or arising from:

- 7.1.1 Any breach of this Contract;
- 7.1.2 Any negligent, intentional or wrongful act or omission of the Contractor or any agent or subcontractor utilized or employed by the Contractor;
- 7.1.3 The Contractor's performance or attempted performance of this Contract, including any agent or subcontractor utilized or employed by the Contractor;
- 7.1.4 Any failure by the Contractor to comply with the compliance with the Law provision of this Contract;
- 7.1.5 Any failure by the Contractor to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Contractor to conduct business in the State of Iowa;
- 7.1.6 Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or
- 7.1.7 Any failure by the Contractor to adhere to the confidentiality provisions of this Contract.
- 7.1.8 Indemnification obligation of the parties shall survive termination of this Contract.

SECTION 8. INSURANCE.

Insurance Requirements.

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

SECTION 9. INTELLECTUAL PROPERTY, PATENT AND COPYRIGHT.

The Board shall own all work products developed or furnished in connection with the Contract by the Contractor or any subcontractor (the "Work Product"). All applicable rights to patents, copyrights, trademarks, trade secrets and other property rights in the Work Product shall be the property of the Board.

SECTION 10. CONTRACT ADMINISTRATION.

10.1 Independent Contractor.

The status of the Contractor shall be that of an independent contractor. The Contractor, its employees, agents and any subcontractors performing under this Contract are not employees or agents of the State of Iowa or any agency, division or Board of the state. Neither the Contractor nor its employees shall be considered employees of the Board or the State of Iowa for federal or state tax purposes. The Board will not withhold taxes on behalf of the Contractor (unless required by law).

10.2 Incorporation of Documents.

The RFP, RFP amendments and written responses to bidders' questions (collectively RFP) and the Contractor's Proposal submitted in response to the RFP, form the Contract between the

Contractor and the Board and are incorporated herein by reference. The parties are obligated to perform all services described in the RFP and Proposal unless the Contract specifically directs otherwise.

10.3 Compliance with the Law.

The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Contract, including without limitation, all laws that pertain to the prevention of discrimination in employment, equal employment opportunity and affirmative action, and the use of targeted small businesses as subcontractors or suppliers. The Contractor may be required to provide a copy of its affirmative action plan, containing goals and time specifications. Failure to comply with this provision may cause this contract to be cancelled, terminated or suspended in whole or in part and the Contractor may be declared ineligible for future state contracts or be subject to other sanctions as provided by law or rule. The Contractor, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under this Contract.

10.4 Amendments.

This Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to this Contract must be in writing and fully executed by the parties.

10.5 Use of Third Parties.

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

10.6 Authorization.

Each party to this Contract represents and warrants to the other parties that:

10.6.1 It has the right, power and authority to enter into and perform its obligations under this Contract.

10.6.2 It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract, and this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

10.7 Record Retention and Access.

The Contractor shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the Board throughout the term of this Contract for a period of at least five (5) years following the date of final payment or completion of any required audit. Records to be maintained include both financial records and service records. The Contractor shall permit the Auditor of the State of Iowa or any authorized representative of

the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the Contractor relating to orders, invoices or payments or any other documentation or materials pertaining to this Contract, wherever such records may be located. The Contractor shall not impose a charge for audit or examination of the Contractor's books and records. Based on the audit findings, the Board reserves the right to address the board or other managing entity regarding performance and expenditures. Based on the audit findings, the Board reserves the right to address the board or other managing entity regarding performance and expenditures.

10.8 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusions

The Contractor certifies that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal Board or agency.

10.9 Restrictions on Use of Funds

The Contractor shall comply with all certification and disclosure requirements prescribed by 31 U.S.C. Section 1352 and any implementing regulations and shall be responsible for ensuring that any subcontractor fully complies with all certification and disclosure requirements.

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

10.10.1 Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. Federal programs include grants, cooperative agreements, loans or loan guarantees and contracts. The law also applies to children's services that are provided in indoor facilities that are constructed, operated or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities (other than clinics) where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to \$1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.

10.10.2 The Contractor certifies that it and its subcontractors will comply with the requirements of the Pro-Children Act of 1994 and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

10.11 Conflict of Interest

No relationship exists or will exist during the contract period between the Contractor and the Board that is a conflict of interest.

10.12 Audits.

Local governments that expend \$500,000 or more in a year in federal awards (from all sources) shall have a single audit conducted for that year in accordance with the provisions of OMB Circular A-133 "Audit of States, Local Governments, and Non-Profit Organizations." A copy

of the Contractor’s final audit report shall be submitted to the ECI Board by Contractor’s designated staff.

10.13 Drug Free Work Place.

The Contractor shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988 and all applicable regulations.

10.14 Right to Address the Board of Directors or Other Managing Entity

The Board reserves the right to address the board of directors or other managing entity of the Contractor regarding performance, expenditures and any other issue as appropriate. The Board determines appropriateness.

10.15 Repayment Obligation

In the event that any state funds are deferred and/or disallowed as a result of any audits or expended in violation of the laws applicable to the expenditure of such funds, the Contractor shall be liable to the Board for the full amount of any claim disallowed and for all related penalties incurred. The requirements of this paragraph shall apply to the Contractor as well as any subcontractors.

SECTION 11. EXECUTION.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute.

Linn County Board of Supervisors

_____ Date: _____

Signature

Name: John Harris Title: Chair

Linn County Early Childhood Iowa Board

_____ Date: _____

Signature of Chair

Name: Dave Loy Title: Chair



Human Resources Department
Linn County, Iowa

RECEIVED

MAY 29 2018

VACANCY FORM

LINN COUNTY
HUMAN RESOURCES

SELECT ONE:

NEW POSITION

REPLACEMENT

REPLACES: _____

SELECT ONE:

NEW JOB CLASSIFICATION

EXISTING JOB CLASSIFICATION

JOB TITLE: Secretary

DEPARTMENT: Linn County Attorney's Office

SHIFT/HOURS: M-F 8:00 - 4:30

VACANCY DATE: July 1, 2018

NUMBER OF POSITIONS: 1

REASON TO ADD NEW POSITION (if applicable):

BUDGET OFFER

NEW POSITION FUNDING SOURCE(S):

Acceptance of Budget Offer for FY19

GRANT FUNDING

OTHER: _____

POST TO INSIDE: YES NO

ADVERTISE: YES NO

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

POSITION TYPE:

FULL-TIME PART-TIME _____ # of hours/week TEMPORARY/SEASONAL (75 working days or less)

ON-CALL/SUBSTITUTE GRANT-FUNDED

BARGAINING UNIT: Clerical Maintenance Para Professional Professional

Attorneys Conservation Sergeants PPME

NON-BARGAINING UNIT (Management and Confidential Employees)

APPROVED BY: _____

DEPARTMENT HEAD (original signature required)

DATE

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: _____ STARTING SALARY: _____

HR DIRECTOR COMMENTS: Approved offer in budget

FINANCE/BUDGET DIRECTOR COMMENTS: _____

APPROVED BY: _____

HUMAN RESOURCES DIRECTOR

DATE

5-30-18

APPROVED BY: _____

FINANCE/BUDGET DIRECTOR

DATE

5-30-18

APPROVED BY: _____

CHAIRPERSON/BOARD OF SUPERVISORS

DATE



Human Resources Department
Linn County, Iowa

VACANCY FORM

SELECT ONE:

NEW POSITION

REPLACEMENT

REPLACES: _____

SELECT ONE:

NEW JOB CLASSIFICATION

EXISTING JOB CLASSIFICATION

JOB TITLE: Day Custodian

DEPARTMENT: Facilities Department-BOS

SHIFT/HOURS: 9:30 a.m. - 1:30 p.m. M-F

VACANCY DATE: 7/1/18

NUMBER OF POSITIONS: 1

REASON TO ADD NEW POSITION (if applicable):

NEW POSITION FUNDING SOURCE(S):

BUDGET OFFER

Approved in the FY19 budget offer

GRANT FUNDING

OTHER: _____

POST TO INSIDE: YES NO

ADVERTISE: YES NO

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

POSITION TYPE:

FULL-TIME PART-TIME 20 # of hours/week TEMPORARY/SEASONAL (75 working days or less)

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: Garth Foyenballe 6/8/18
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: Risa D Powell 6-8-18
HUMAN RESOURCES DIRECTOR DATE

APPROVED BY: Dean Grubich 6/11/18
FINANCE/BUDGET DIRECTOR DATE

APPROVED BY: _____
CHAIRPERSON/BOARD OF SUPERVISORS DATE



Human Resources Department
Linn County, Iowa

VACANCY FORM

SELECT ONE:

NEW POSITION

REPLACEMENT

REPLACES: _____

SELECT ONE:

NEW JOB CLASSIFICATION

EXISTING JOB CLASSIFICATION

JOB TITLE: Evening Custodian

DEPARTMENT: Facilities Department-BOS

SHIFT/HOURS: 5:30 - 9:30 p.m. M-F

VACANCY DATE: 7/1/18

NUMBER OF POSITIONS: 2

REASON TO ADD NEW POSITION (if applicable):

- BUDGET OFFER
- GRANT FUNDING
- OTHER: _____

NEW POSITION FUNDING SOURCE(S):

Approved in the FY19 budget offer

POST TO INSIDE: YES NO

ADVERTISE: YES NO

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

POSITION TYPE:

- FULL-TIME PART-TIME 20 # of hours/week TEMPORARY/SEASONAL (75 working days or less)
- 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]
DEPARTMENT HEAD (original signature required)

6/8/18
DATE

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: _____ STARTING SALARY: _____

HR DIRECTOR COMMENTS: _____

FINANCE/BUDGET DIRECTOR COMMENTS: _____

APPROVED BY: [Signature]
HUMAN RESOURCES DIRECTOR

6-8-18
DATE

APPROVED BY: [Signature]
FINANCE/BUDGET DIRECTOR

6/11/18
DATE

APPROVED BY: _____
CHAIRPERSON/BOARD OF SUPERVISORS

DATE