

**BOARD OF SUPERVISORS**

District 1 | **Stacey Walker**

District 2 | **Ben Rogers**

District 3 | **Brent Oleson**

**JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER**

935 2ND ST. SW

CEDAR RAPIDS, IA 52404

PH: 319-892-5000 | FAX: 319-892-5009

LinnCounty.org



**LINN COUNTY BOARD OF SUPERVISORS  
MEETING AGENDA**

Monday, August 10, 2020

11 a.m.

Formal Board Room—Jean Oxley Public Service Center  
935 2nd St. SW, Cedar Rapids, IA

**Call to Order**

**Public Comment: Five Minute Limit per Speaker**

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

**Minutes**

Discuss and decide on meeting minutes.

Public hearing & first consideration for rezoning case JR20-0002, request to rezone property located at 2031 Paris Rd. SW SE 20-86-06, from the REC-CNR (Recreation-Critical Natural Resources) overlay district to CNR (Critical Natural Resources) zoning district, approximately 63.17 acres, Kurt & Mary Gillette, owners & Linn County Planning & Development, petitioner.

Public hearing & first consideration for rezoning case JR20-0003, request to rezone property located at 4401 Witwer Ln SE. SW SW 18-83-06, from the AG (Agricultural) zoning district to RR2 (Rural Residential 2-Acre) zoning district, approximately 37.68 acres, TPC Development LLC, owner.

Public hearing & first consideration for rezoning case JR20-0004, request to rezone property located at 2692 E Robins Rd. NW SE 26-84-07, from the AG (Agricultural) zoning district to USR (Urban Service Residential) zoning district, approximately 2.63 acres, Jean Freilinger (Helmrich), owner.

Discuss payment of invoice 8964 from East Central Iowa Council of Governments (ECICOG) in the amount of \$48,588.00

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

Discuss County Paid COVID Leave and review of current travel restrictions

Update on CARES Act funding for Linn County

Discuss a resolution and a Shared Liability 28E agreement between East Central Iowa Local Workforce Development Area, Linn County Board of Supervisors, and six other counties pursuant to the Workforce Innovation and Opportunity Act (WIOA) of 2014 to ensure workforce activities are meeting the needs of job seekers and businesses

Review draft Governing Plan for Dows Farm Agri-Community

**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.

**Payroll Authorizations**

Discuss and decide on Employment Change Roster (payroll authorizations).

**Claims**

Discuss and decide on claims.

**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 866-576-7975, access code 218839#
- 2) Email questions or comments prior to or during the meeting to: [bd-supervisors@linncounty.org](mailto: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](mailto:bd-supervisors@linncounty.org).

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Prepared by Jessie Black  
Linn County Planning & Development  
935 2<sup>nd</sup> Street S.W., Cedar Rapids, Iowa 52404-2100  
(319) 892-5130  
Return to Becky Shoop, Auditor's Office

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**LINN COUNTY ORDINANCE No.            -            - 2020 AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF LINN COUNTY, IOWA BY REZONING AND CHANGING THE DISTRICT CLASSIFICATION OF CERTAIN PROPERTY LOCATED AT 2031 PARIS RD, IOWA FROM THE "REC-CNR" RECREATIONAL-CRITICAL NATURAL RESOURCES OVERLAY DISTRICT TO THE "CNR" CRITICAL NATURAL RESOURCES ZONING DISTRICT**

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

**SECTION 1. ZONING DISTRICT CHANGED.** The zoning of property located at 2031 Paris Rd, Iowa legally described as:

Parcel B, Plat of Survey #1013 as recorded in Book 5012 Page 84 of the records of the Linn County, Iowa Recorder on January 28, 2003, being a part of Government Lots 3 & 4 in the S ½ of Section 20-86-6, Linn County, Iowa.

is hereby changed from the "REC-CNR" Recreational-Critical Natural Resources overlay district to the "CNR" Critical Natural Resources zoning district.

**SECTION 2. ZONING MAP AMENDED.** The Planning and Development Director, or his/her designee, is instructed to modify the Official Zoning Map of Linn County, Iowa to reflect the district classification change described in Section 1.

**SECTION 3. REPEALER.** All ordinances or parts of ordinances in conflict with this ordinance are repealed.

**SECTION 4. SEVERABILITY.** If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

**SECTION 5. SAVING.** The Code of Ordinances, Linn County, Iowa, shall remain in full force and effect, save and except as amended by this ordinance.

**SECTION 6. EFFECTIVE DATE.** This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Public hearing and first consideration on the 10<sup>th</sup> day of August, 2020

Second consideration on the 12<sup>th</sup> day of August, 2020

Third and final passage on the 19<sup>th</sup> day of August, 2020

Published in the Gazette on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

**LINN COUNTY BOARD OF SUPERVISORS**

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Supervisor

ATTEST:

\_\_\_\_\_  
Joel D. Miller, Linn County Auditor

STATE OF IOWA    )  
                          )SS  
COUNTY OF LINN )

I, \_\_\_\_\_, County Auditor of Linn County, Iowa, hereby certify that the above and foregoing is a true copy of an ordinance passed by the Linn County Board of Supervisors at a regular meeting of said Board held on \_\_\_\_\_, 2020 and published as provided by law on \_\_\_\_\_, 2020.

\_\_\_\_\_  
Linn County Auditor

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
Notary Public, State of Iowa

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Prepared by Jessie Black  
Linn County Planning & Development  
935 2<sup>nd</sup> Street S.W., Cedar Rapids, Iowa 52404-2100  
(319) 892-5130  
Return to Becky Shoop, Auditor's Office

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**LINN COUNTY ORDINANCE No.                    -                    - 2020**

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF LINN COUNTY, IOWA BY REZONING AND CHANGING THE DISTRICT CLASSIFICATION OF CERTAIN PROPERTY LOCATED AT 4401 WITWER LN SE, IOWA FROM THE "AG" AGRICULTURAL DISTRICT TO THE "RR2" RURAL RESIDENTIAL 2-ACRE DISTRICT**

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

**SECTION 1. ZONING DISTRICT CHANGED.** The zoning of property located at 4401 Witwer Ln SE, Iowa legally described as:

Lot 1, "Auditor's Plat No. 509, Linn County, Iowa" except Lot 1, "Hilltop Farm First Addition to Linn County, Iowa"

is hereby changed from the "AG" Agricultural District to the "RR2" Rural Residential 2-Acre District.

**SECTION 2. ZONING MAP AMENDED.** The Planning and Development Director, or his/her designee, is instructed to modify the Official Zoning Map of Linn County, Iowa to reflect the district classification change described in Section 1.

**SECTION 3. REPEALER.** All ordinances or parts of ordinances in conflict with this ordinance are repealed.

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Public hearing and first consideration on the 10th day of August, 2020

Second consideration on the 12th day of August, 2020

Third and final passage on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Published in the Gazette on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**LINN COUNTY BOARD OF SUPERVISORS**

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Supervisor

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Supervisor

ATTEST:

\_\_\_\_\_  
Joel D. Miller, Linn County Auditor

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\_\_\_\_\_  
Linn County Auditor

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Notary Public, State of Iowa

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Linn County Planning & Development  
935 2<sup>nd</sup> Street S.W., Cedar Rapids, Iowa 52404-2100  
(319) 892-5130  
Return to Becky Shoop, Auditor's Office

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LINN COUNTY ORDINANCE No.                          -                          - 2020

**AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF LINN COUNTY, IOWA BY REZONING AND CHANGING THE DISTRICT CLASSIFICATION OF CERTAIN PROPERTY LOCATED AT 2692 E ROBINS RD, IOWA FROM THE "AG" AGRICULTURAL DISTRICT TO THE "USR" URBAN SERVICES RESIDENTIAL DISTRICT**

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

**SECTION 1. ZONING DISTRICT CHANGED.** The zoning of property containing approximately 2.63 acres, located at 2692 E Robins Rd, Iowa legally described as:

Commencing at the South Quarter Corner of Section 26, Township 84 North, Range 7 West of the Fifth Principal Meridian; thence N0°02'37"W along the west line of the Southeast Quarter of said Section 26, a distance of 1619.51 feet to the centerline of East Robins Road; thence S64°37'38"E along said centerline, 174.90 feet to the point of beginning; thence continuing S64°37'38"E along said centerline, 198.66 feet to the southeast corner of a parcel described in a warranty deed found in book 9663, page 26, Office of the Recorder, Linn County, Iowa; thence N16°29'51"E along the easterly boundary of said parcel, 188.56 feet; thence S79°53'23"E along said easterly boundary, 119.85 feet; thence N14°07'04"E along said easterly boundary, 210.61 feet to the southerly line of Mulberry Ridge Third Addition in the City of Marion, Iowa; thence N80°18'26"W along said southerly line, 409.19 feet to the northwest corner of said parcel described in a warranty deed found in book 9663, page 26 in the Office of the Recorder, Linn County, Iowa; thence S0°09'18"E along the west line of said parcel, 347.77 feet to the point of beginning.

is hereby changed from the "AG" Agricultural District to the "USR" Urban Services Residential District.

**SECTION 2. ZONING MAP AMENDED.** The Planning and Development Director, or his/her designee, is instructed to modify the Official Zoning Map of Linn County, Iowa to reflect the district classification change described in Section 1.

**SECTION 3. REPEALER.** All ordinances or parts of ordinances in conflict with this ordinance are repealed.

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Public hearing and first consideration on the 10<sup>th</sup> day of August, 2020

Second consideration on the 12<sup>th</sup> day of August, 2020

Third and final passage on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

Published in the Gazette on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**LINN COUNTY BOARD OF SUPERVISORS**

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Supervisor

\_\_\_\_\_  
Supervisor

ATTEST:

\_\_\_\_\_  
Joel D. Miller, Linn County Auditor

STATE OF IOWA    )  
                              )SS  
COUNTY OF LINN    )

I, \_\_\_\_\_, County Auditor of Linn County, Iowa, hereby certify that the above and foregoing is a true copy of an ordinance passed by the Linn County Board of Supervisors at a regular meeting of said Board held on \_\_\_\_\_, \_\_\_\_\_ and published as provided by law on \_\_\_\_\_, \_\_\_\_\_.

\_\_\_\_\_  
Linn County Auditor

Subscribed and sworn to me this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.



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Notary Public, State of Iowa



EAST CENTRAL IOWA  
COUNCIL OF GOVERNMENTS  
YOUR REGIONAL PLANNING AGENCY

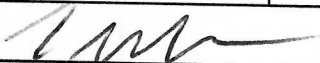
700 16th Street NE, Suite 301  
Cedar Rapids, IA 52402

# Invoice

Date	Invoice #
7/24/2020	8964

Phone #	Fax #
319-365-9941	319-365-9981

Bill To
LINN CO LIFTS 625 31ST AVENUE SW CEDAR RAPIDS IA 52404

Approved by:


Quantity	Description	Rate	Amount
1	LOCAL MATCH FOR BUS 350	24,294.00	24,294.00
1	LOCAL MATCH FOR BUS 351	24,294.00	24,294.00
Please remit payment within 30 days.		<b>Total</b>	<b>\$48,588.00</b>



**SELECT ONE:**

NEW POSITION

REPLACEMENT

REPLACES: \_\_\_\_\_

**SELECT ONE:**

NEW JOB CLASSIFICATION

EXISTING JOB CLASSIFICATION

JOB TITLE: PT20 CUSTODIAN

DEPARTMENT: FACILITIES

SHIFT/HOURS: 5:30 - 9:30 PM

VACANCY DATE: AUGUST 4, 2020

NUMBER OF POSITIONS: 1

REASON TO ADD NEW POSITION (if applicable):

NEW POSITION FUNDING SOURCE(S):

BUDGET OFFER

*Salary savings from  
current staff members  
on unpaid leave*

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: Betsy May  
DEPARTMENT HEAD (original signature required)

AUGUST 5, 2020  
DATE

**FOR HUMAN RESOURCES DEPARTMENT USE ONLY:**

PAY GRADE: \_\_\_\_\_ STARTING SALARY: \_\_\_\_\_

HR DIRECTOR COMMENTS: *add'l staff needed to cover medical leave, if staff returns, new position will be covered thru attrition or elimination*

APPROVED BY: Lisa Powell  
HUMAN RESOURCES DIRECTOR

8-6-20  
DATE

APPROVED BY: Dean Jindal  
FINANCE/BUDGET DIRECTOR

8/7/20  
DATE

APPROVED BY: \_\_\_\_\_  
CHAIRPERSON/BOARD OF SUPERVISORS

DATE

**EAST CENTRAL IOWA LOCAL WORKFORCE DEVELOPMENT AREA  
CHIEF ELECTED OFFICIALS  
SHARED LIABILITY AGREEMENT**

This Agreement is entered into by and between the Counties of Benton, Cedar, Iowa, Johnson, Jones, Linn and Washington, hereinafter collectively referred to as the “Party” or “Parties,” through their respective Boards of Supervisors, to each appoint a Chief Elected Official (“CEO”) to oversee a Local Workforce Development Area (LWDA) and agree to the terms and responsibilities of the receipt and distribution of grant funds from Iowa Workforce Development (IWD), pursuant to the Workforce Innovation and Opportunity Act (WIOA) of 2014. This Agreement supersedes and replaces any and all prior consortium, interlocal, 28E or shared liability agreements or charters between or among the Parties related to the implementation of the Workforce Innovation and Opportunity Act and/or its precursor legislation, within the seven-county area.

**WHEREAS**, on March 25, 1999, the Governor of Iowa, pursuant to workforce development legislation that preceded the Workforce Innovation and Opportunity Act (WIOA) of 2014, determined the counties of Benton, Cedar, Iowa, Johnson, Jones, Linn and Washington shall comprise the East Central Iowa Local Workforce Development Area (ECILWDA); and

**WHEREAS**, when a local area includes more than one unit of general local government, the chief elected officials of such units may execute an agreement that specifies the respective roles of the individual chief elected officials in the appointment of the members of the local board from the individuals nominated or recommended to be such members in accordance with the criteria in the WIOA; in carrying out any other responsibilities as described in subchapter II of WIOA; and in the duties included in this Agreement by reference or otherwise; and

**WHEREAS**, the Parties desire to participate in and be members of a LWDA as designated by the Governor and to take other steps to define and regulate the relationships and activities among the CEOs and between the CEOs and the LWDA Board; NOW THEREFORE, it is agreed as follows:

**1. PURPOSES**

To reiterate and memorialize the process and method of designating a Chief Elected Official (CEO).

To establish the powers, responsibilities and duties of the CEOs designated pursuant to this Agreement and the WIOA of 2014.

To establish the process and method the CEOs will use in the determination of the Chief Lead Elected Official (CLEO) and Vice Chief Lead Elected Official (Vice CLEO).

To establish the process and method the CEOs will use to nominate, appoint, or remove members of the Local Workforce Development Board (LWDB).

To establish the process and method the CEOs will use to designate the Fiscal Agent as the Grant Sub-recipient.

The terms and conditions, which follow, reflect the joint understanding among the Parties to this Agreement and shall be the essential elements of the mutual considerations of this Agreement.

## **2. TERM**

This Agreement shall be effective upon the approval by the Boards of Supervisors of each of the member counties and the filing of this Agreement with the Secretary of State. This Agreement shall continue until the WIOA of 2014 is rescinded, or the Governor of Iowa changes the designated LWDA, or upon the CEOs amending this Agreement, or the end of the thirty (30) years from the date this Agreement has been approved.

## **3. CEO DESIGNATION, ORGANIZATION and ADMINISTRATION**

A. The Parties hereby create a policy-making and administrative board (herein, the "CEO Board") to oversee workforce development issues in the ECILWDA, consisting of one member representing each of the Parties. The Chairperson of the county Board of Supervisors for each member county, or a fellow county supervisor chosen by each Board of Supervisors from among its members, shall be designated as the Chief Elected Official (CEO) for each Party to comprise the ECILWDA CEO Board. Voting members of the CEO Board shall serve on this board without additional compensation.

B. The CEO Board shall establish and appoint members to the Local Workforce Development Board (LWDB), known as the East Central Iowa Workforce Development Board (ECIWDB), in accordance with the requirements of 29 U.S.C. 3122(b) and 3122(c)(1)(B) (WIOA Sections 107(b) and (c)(1)(B)) and applicable rules thereunder, and consistent with procedures and guidelines set forth in Section 8, below.

C. CEO Board decisions and actions required under or relating to this Agreement shall be by simple majority vote (unless expressly stated otherwise in this Agreement) at meetings during which a quorum is present, with each CEO having one vote in all deliberations. A quorum shall consist of four (4) voting CEO Board members or their alternates. The CEO Board may adopt and follow its own bylaws or, if bylaws are ambiguous, incomplete or not adopted, the CEO Board shall follow the most recent edition of Roberts Rules of Order, Newly Revised.

D. The CEO Board shall designate and elect from its voting member CEOs a Chief Lead Elected Official (CLEO), and Vice Chief Lead Elected Official (Vice CLEO) by majority vote of the CEOs. The election shall take place at the meeting occurring on or after May first of each year. The elected CLEO shall be appointed to serve for at least a one (1) year term beginning on the day following the election unless the CLEO resigns, is removed from such office, or otherwise vacates the office of CLEO. The CEO Board may, by a 65% supermajority vote at a meeting at which a quorum

is present, remove the CLEO and/or Vice-CLEO when, in its judgment, the best interest of the LWDA will be served thereby. Intent to recall or remove an officer must be stated in the call of the meeting with notice provided to the officer to be removed and all other voting members at least five (5) days prior to the meeting.

E. In the event that the CLEO is unable to serve, the Vice-CLEO will succeed to such position.

F. The CLEO shall act as duly authorized signatory for the CEO Board (and the LWDB as needed) on all agreements, grants, or on any other document requiring a signature and duly approved by the CLEO, in order to be legally binding. The CLEO shall in general be primarily responsible for the management of the programmatic and administrative affairs of the CEO Board and for implementing the policies and directives of the CEO Board; shall preside as chairperson at all meetings of the CEO Board.

G. The CLEO shall serve as the primary point of contact for Iowa Workforce Development (IWD) in the dissemination of information to the CEO Board, CEOs and to the LWDB/ECIWDB. The CLEO and Vice-CLEO will serve as members of the Executive Committee and Board of Directors of the ECIWDB, representing the interest of the CEOs and making decisions on behalf of the CEOs as relates to and in conjunction with the ECIWDB.

H. In the absence of the CLEO, the Vice CLEO may sign on behalf of the CLEO and serve as the primary point of contact for IWD.

I. The CLEO will not serve as the highest-ranking officer on any Board or other entity that governs the Fiscal Agent (if independent from the CLEO's unit of Government) or a direct service provider.

J. Vice CLEO. At the request of the CLEO or in the absence of the CLEO, or during his/her inability to act, the Vice CLEO shall assume the powers and duties of the CLEO. The Vice CLEO shall have such other powers and perform such other duties as may be assigned to him/her by the CEOs.

K. The CEO Board may establish such standing, special and advisory committees as deemed appropriate. Any committee established hereunder by the CEO Board may be abolished by the CEOs at any time.

L. A regular meeting of the CEO Board shall be held on or after May first of each year and as the CLEO determines necessary or by petition to the CLEO from those CEOs constituting a minimum of 20% of the members of the CEO Board.

M. At a minimum, and in addition to the one annual meeting described in subparagraph L. above, the CEO Board will meet jointly with the LWDB/ECIWDB on a quarterly basis in the months of February, May, August and November.

N. CEOs may participate in meetings via telephone and electronic means such as Facetime, Skype and webinars when such technology is available and functioning at the meeting location.

O. Because the CEO Board and ECIWDB are comprised of public entities and will have the authority to apply for and receive funds and make other recommendations, the CEO Board and ECIWDB shall be deemed to constitute governmental bodies subject to Iowa open meeting and open records laws (Chapters 21 and 22 of the Code of Iowa). The CLEO, through the administrative support from the ECIWDB staff, shall cause the agendas and minutes of the CEO and ECIWDB meetings to be prepared, appropriately published and distributed to the CEOs and board members.

P. Conflict of Interest. Whenever a potential conflict of interest arises, either directly or indirectly, the CEOs and LWDB members shall act to the benefit of the local workforce development area and not their own interests. When any such situation occurs, the affected CEO or board member is required to disclose the possible conflict of interest. In such a situation, the CEO or Board member may participate in discussion but must abstain from voting. CEOs and ECIWDB members shall sign a conflict of interest attestation form annually.

Q. Election of New CEO. When a new CEO is elected in a county within the LWDA, the newly elected official must submit to the LWDB a written statement acknowledging that he or she has read, understands, and will comply with the current CEO Agreement and reserves the option to request negotiations to amend the CEO Agreement at any time during the official's tenure as a CEO.

R. Selection of New CLEO. When a new CLEO is selected in accordance with this Agreement, the newly selected CLEO must submit to the LWDB and IWD a written statement acknowledging that he or she has read, understands, and will comply with the current CEO Agreement, and will apprise IWD of the change in CLEO designation.

#### **4. FINANCING**

This joint cooperative undertaking is to be financed by the federal funds allocated to ECILWDA under the WIOA of 2014 as amended and with funds that the CEOs or CEO Board may apply for and receive on behalf of the ECILWDA Workforce Development Center System.

#### **5. CEO POWERS, RESPONSIBILITIES AND DUTIES**

The roles and responsibilities of the CEOs, through the CEO Board, include:

- A. Select a CLEO.
- B. Secure nominations for the Local Workforce Development Board and subsequent vacancies in accordance with Iowa Code Section 84A.4(2).
- C. Serve as grant sub-recipient of WIOA funds.

D. Recommending to the CLEO an organization to designate as the Fiscal Agent to serve as sub-recipient for WIOA funds and the roles and responsibilities under which the Fiscal Agent is to operate. The designation of a Fiscal Agent shall not absolve the Parties/CEOs of their collective liability for misspent WIOA funds.

E. In partnership with IWD:

1. The LWDB, CEOs and IWD shall negotiate and reach agreement on local performance accountability measures.
2. CEOs will consult with IWD in the development of a reorganization plan, following decertification of the LWDB for fraud, abuse, failure to carry out functions, or non-performance.
3. CEOs will ensure the provision of Rapid Response activities in the local area.
4. CEOs, IWD and the LWDB/ECIWDB, shall establish and operate a fiscal and management accountability information system based on guidance established by the Secretary after consultation with IWD, CEOs and the one-stop service partners (such guidelines shall promote efficient collection and use of fiscal and management information for reports and monitoring the use of funds made available and for preparing the annual report).
5. The CEOs will consult with IWD regarding any federal or state funded activity in the local area.

F. In partnership with the LWDB/ECIWDB:

1. Establishing bylaws for the LWDB/ECIWDB.
2. CEOs and the LWDB/ECIWDB shall develop, agree on and submit a local plan to IWD that meets local workforce development needs and the requirements of WIOA.
3. The local plan must be consistent with the state plan.
4. CEOs shall approve the local plan.
5. CEOs and LWDB shall conduct oversight for WIOA Title I programs and the American Job Center (AJC) in the local area.
6. In fulfilling oversight responsibilities of the WIOA, CEOs shall receive from the designated Fiscal Agent and service providers the following information for review prior to each meeting:
  - a) Reports and documents that summarize the current financial condition of all WIOA grants awarded to ECILWDA, including income, expenditures, fund balances, comparison to approved budget and other financial metrics the CEOs may identify in conjunction with the execution of their responsibilities.
  - b) Reports and documents that summarize current program performance in ECILWDA against the negotiated performance standards required under WIOA, including whether the local area is meeting, exceeding or failing to meet each performance standard.



- c) Reports and documents that summarize known compliance issues or concerns along with an explanation of any out-of-compliance notices received for any program for which the CEOs retain ultimate financial liability.
7. CEOs and LWDB shall ensure the appropriate management, investment and use of the funds provided to the local area to maximize performance outcomes.
8. The LWDB, with approval of the CEOs, shall select a one-stop operator and service provider(s) through competitive process and may terminate for cause the eligibility of such operator pursuant to WIOA section 107(d)(10)(A)(ii).
9. CEOs shall approve additional one-stop partners as deemed appropriate and necessary to provide quality services.
10. The LWDB, with approval of the CEOs, shall develop and enter into a Memorandum of Understanding (MOU) concerning the operation of the delivery system in the local area with One- Stop Partners. The completed MOUs shall be subject to CEO approval and shall be reviewed and approved at scheduled meetings.
11. The LWDB/ECIWDB shall develop a board budget annually, with approval of the CEOs. The LWDB/ECIWDB, with the assistance of the Fiscal Agent, shall develop a budget consistent with the local plan for its activities and submit the budget to the CEOs for their approval. The Fiscal Agent must distribute grant funds as approved by the CEOs, provided the disbursement does not violate WIOA or any other applicable law.

## **6. MISSPENT FUNDS OR DISALLOWED COSTS**

- A. Workforce programs in the ECIWDA shall be administered prudently to minimize liability. Contracts for service delivery shall require indemnification by the contractor in the event that contractor errors or omissions result in disallowed costs or other liability.
- B. The LWDB/ECIWDB shall maintain adequate errors and omission insurance as described in this Agreement, to cover CEOs, the CEO Board, Parties, and the ECIWDB members.
- C. The Fiscal Agent is expected to assume primary liability for any disallowed costs associated with the provision of Fiscal Agent services and shall be held liable for any disallowed costs by the CEOs. If the Fiscal Agent is also a Party to this Agreement and did not know, nor had reason to know, that such a cost would be disallowed, approval of a budget item or expenditure by the CEO Board or CLEO or LWDB/ECIWDB shall excuse this primary liability but shall not relieve such Fiscal Party Agent from liability as provided in subparagraph D, below.
- D. In the event WIOA fund expenditures are disallowed and Parties/CEOs are unsuccessful at obtaining repayment from the entity responsible for incurring the disallowed cost or the Fiscal Agent, each Party shall be responsible for a portion of any such liability. The apportionment shall be divided between the eight counties in the LWDA identified as Parties to this Agreement based upon the population of each

county according to the last U.S. Census. The share of each party will be determined by the county's population divided by the total population of all of the eight counties to determine the percentage of apportionment to be assigned to the county.

E. The Parties/CEOs agree that any required repayment of disallowed expenditures must be made from non-federal funding sources.

## **7. DISPUTE RESOLUTION**

If a dispute arises involving the interpretation, implementation or enforcement of this Agreement, the CEOs of the parties shall meet, in person and in good faith, and recognizing their mutual interests, to make every reasonable attempt to reach a just and equitable solution within thirty (30) days of discovering a material dispute. The parties agree that informal dispute resolution, including mediation, should an in-person meeting prove unsuccessful, shall be attempted prior to seeking recourse from the courts.

## **8. LOCAL WORKFORCE DEVELOPMENT BOARD (East Central Iowa Workforce Development Board)**

### **A. Nominations**

1. CEOs shall seek board member nominations from private sector local business organizations and trade associations.
2. The CLEO shall contact appropriate local private sector businesses, workforce entities, labor representatives, educational entities, and chambers of commerce serving the local service area to request nominations for LWDB membership.
3. When nominating an individual to serve on the LWDB, all nominating organizations shall complete and submit the following nomination documents to the CLEO for membership consideration, selection and appointment:
  - a) Signed Conflict of Interest form,
  - b) Signed Member Nomination form.
4. CLEOs shall submit nomination and appointment documentation, for LWDB/CIWDB membership, to Iowa Workforce Development (IWD) for review, approval and confirmation of the proposed appointee.

### **B. Appointments**

The CEOs, through the CEO Board, have the exclusive responsibility to appoint members to the LWDB/CIWDB from the individuals recommended or nominated by each class of membership.

1. Duly approved nominees to the LWDB shall be appointed by a majority vote of the members of the CEO Board, as may be provided in any adopted bylaws of the CEO Board or otherwise by cumulative voting. Private sector board members shall be appointed for four-year terms. Nominees shall not be

appointed to the LWDB until the CLEO has received confirmation from IWD that the appointment has been approved.

2. CEOs shall appoint members to ensure that at all times a majority of the LWDB members (a minimum of 51%) are business representatives, which represent business owners, chief executive officers, and other executives with optimum policy making or hiring authority, and provide employment in in-demand industry sectors or occupations in the local area. At least two of the business representatives must represent small business as defined by the Small Business Administration.
3. CEOs shall appoint members to ensure that at all times not less than 20% of the LWDB/CIWDB members are workforce representatives, which represent labor organizations, joint labor-management or union, affiliated registered apprenticeship programs, nominated by labor organizations, federations or other employee representatives. Additional board members can be filled by community-based organizations that have demonstrated experience and expertise addressing education, training or employment needs of veterans or individuals with disabilities; organizations that have demonstrated the experience and expertise in addressing education, training or employment needs of eligible youth, including out-of-school youth.
4. CEOs shall appoint members to ensure that at all times there is a representative from adult education and representative from higher education, including community colleges, providing workforce investment activities. Additional positions may include representatives of local education agencies and community-based organizations with experience and expertise in serving individuals with barriers to employment.

a). When there are multiple local area providers of adult education services and higher education institutions providing workforce activities, CEOs will solicit nominations from those providers and institutions. This requirement provides for a representative selection process for these membership categories.

5. CEOs shall appoint members to ensure that at all times there is a representative from economic and community development entities, a member from the state employment services under the Wagner-Peyser Act, and a representative from Vocational Rehabilitation. The employment services and Vocational Rehabilitation representatives must be nominated by the Director of the respective state departments. Additional positions may include representatives from agencies providing transportation, housing, or public assistance programs or philanthropic organizations. CEOs will attempt to seek nominations and appointments to include representation from each of the seven counties.
6. Individuals may be appointed as a representative of more than one required entity, if the individual meets all the criteria for representation described above.
7. CEOs shall appoint members to ensure overall members of the LWDB, excluding the Wagner Peyser Act and Vocational Rehabilitation

representatives, is balanced by gender and political affiliation. After applying the exclusions, no more than one half plus one of the remaining board members will be composed of any one gender or political party.

8. CEOs shall determine if any additional members should be appointed beyond the minimum required by WIOA. If such additional appointments are made, the 51% local business representative membership and 20% labor representative membership requirements shall be maintained.
9. CEOs shall perform an annual assessment of the LWDB's membership and performance to ensure the Board is performing adequately and in accordance with the direction and guidance CEOs provide.

#### C. Reappointment

1. The CLEO is responsible for all reappointments. New nominations are required for all appointments from nominating organizations.
2. The CLEO must process reappointments within 60 business days from the effective date of the term expiration. During the 60-day period, the LWDB shall be able to legally act as a board and conduct business. If the CLEO fails to reappoint a LWDB member in a required category within 60 business days, the LWDB will be out of compliance with its membership composition requirements, and any business conducted will not be considered legal, unless the LWDB has a waiver in place in accordance with Vacancies.

#### D. Mid-term Appointment

1. LWDB members replacing outgoing members mid-term, will serve the remainder of the outgoing member's term.

#### E. Change in Status

1. LWDB members may continue to serve on the LWDB until:
  - a) Their term expires; however, the member may continue to serve until the replacement nominee's required documents are confirmed and approved by IWD.
  - b) The classification under which they were appointed changes.
  - c) The CEOs vote to remove the member.
  - d) The member becomes incapacitated or otherwise unable to complete their term.
  - e) The member resigns. A resignation is not effective until it has been accepted by the CLEO.
2. LWDB members who no longer hold the position or status that made them eligible to represent a required sector on the LWDB must resign or be immediately removed by the CLEO as a representative of that sector or entity.
3. Any changes to the membership of the LWDB must be reported to IWD within 10 business days from the date of the change. Notification shall include:

- a) The name of the LWDB member.
- b) The nature of the change (resign, removal, etc.)
- c) The organization represented.
- d) Job title.
- e) Category of inclusion (business, workforce, education & training, government / economic and or community development, etc.)

Nominations and appointments for the East Central Iowa Workforce Development Board shall be made in compliance with Iowa Code section 84A.4(1). To the extent possible each county will be represented.

#### F. Vacancies

1. CEOs will make every effort to ensure LWDB vacancies are filled within 60 days from the time the vacancy was created, or submit a written request for a Waiver to IWD no less than ten (10) days prior to expiration of this 60 day period. When a vacancy occurs on the ECIWDB in a position representing a particular county, the CEO for that county shall be entitled to select the qualified replacement member and the CEO shall facilitate appointment of that member to the ECIWDB.

#### G. Removal

1. The CLEO shall remove a LWDB member in the event any of the following occurs:

- a) Documented violation of conflict of interest.
- b) Failure to meet LWDB member representation requirements, as defined in the WIOA and in accordance with the LWDB membership requirements.
- c) Documented proof of fraud and or abuse.
- d) LWDB members may be removed for other factors outlined in LWDB bylaws.

## 9. INSURANCE

The Parties of this Agreement agree that the East Central Iowa Workforce Development Board shall purchase such insurance as is necessary to fully insure the Chief Elected Official Board and indemnify its member counties, their elected officials or designees and the signatories to this Agreement and save them harmless from all suits, actions, damages, liability and expense in connection with any misuse of grant funds allocated to the local area under sections 128 and 133 of the Workforce Innovation and Opportunity Act arising wholly or in part by any act or omission of the Chief Elected Official Board, the LWDB/CIWDB or any of its members, the fiscal agent or any of its members, their agents, contractors, employees, servants, invitees, licensees or concessionaires, and from all reasonable attorney's fees and other costs

of defending any such suit or action. Insurance policies to be purchased and maintained shall name East Central Iowa Workforce Development Board and the Chief Elected Official Board members, along with the Parties, as insureds, and shall include, but not be limited to, coverage for directors' and officers' liability, crimes committed, professional liability, general liability, sexual abuse, worker's compensation, automobile and fiduciaries liability.

Immunity: It is expressly understood and agreed that in the execution of this Agreement, that the Parties, either individually or jointly, do not waive, nor shall they be deemed to waive, any immunity or defense that would otherwise be available to each against claims arising in the exercise of governmental powers and functions.

The East Central Iowa Workforce Development Board's insurance carrier shall expressly agree that the inclusion of a Party as an additional insured will not waive any of the defenses of governmental immunity available to a Party under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time. Said insurance carrier shall further agree that the policy(ies) of insurance to the extent insuring a Party's liabilities as an additional insured shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 and that said insurance carrier shall not deny coverage under such policy and shall not deny any of the rights and benefits accruing to a Party under said policy(ies) for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by a Party.

## **10. DESIGNATION OF FISCAL AGENT**

WIOA requires the CEO Board to serve as the local grant recipient for all WIOA Title I funds and to enter into a grant relationship with the State. Under a majority decision CEOs may also elect through majority vote to designate a fiscal agent to administer these funds and to fulfill the role of grant sub-recipient. Even if CEOs designate a grant sub-recipient and fiscal agent, they remain liable for any misused funds and for expenditures that are determined unallowable under WIOA. The fiscal agent will:

- A. Receive funds.
- B. Disburse funds as directed by the LWDB/ECIWDB.
- C. Ensure sustained fiscal integrity and accountability for expenditures of funds in accordance with Office of Management and Budget (OMB) circulars, WIOA, and IWD policies.
- D. Respond to audit financial findings.
- E. Maintain proper accounting records and adequate documentation.
- F. Prepare financial reports.
- G. Provide technical assistance to contractors regarding fiscal issues.
- H. At the direction of the LWDB/ECIWDB, the fiscal agent may also:

1. Procure contracts or obtain written agreements.
2. Conduct financial monitoring on service providers, and
3. Ensure independent audit of all employment and training programs.

## **11. GENERAL PROVISIONS**

A. **ENTIRE AGREEMENT:** This Agreement is the entire agreement between the Parties relating to the subject matter hereof and stands in place of any previous agreement, whether written or oral. It is understood and agreed that this Agreement incorporates and includes any and all prior negotiations, correspondence, conversations, agreements, or understandings applicable to the matters contained herein and the Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representation or agreements whether oral or written.

B. **AMENDMENTS:** The terms and provisions of this Agreement may only be amended by the written mutual consent of all Parties. Mutual consent shall be determined by at least two-thirds (2/3) roll call vote of the members of the CEO Board at any regular or special meeting for which the members were notified at least ten (10) calendar days prior to said meeting.

C. **NOTICE:** Whenever any party desires or is required to give notice unto another party, notice shall be given in writing sent by registered United States Mail with Return Receipt Requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving such notice in compliance with the provision of this paragraph or by electronic notice at the e-mail address provided for notifications. The Parties designate the seat of the Legislative Body for their county as the place for giving notice pursuant to this Agreement.

D. **CHOICE OF LAW:** This Agreement shall be deemed to be a binding agreement and any controversy, dispute or claim between the Parties arising out of or relating to this Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

E. **SEVERABILITY:** In the event that any portion or provisions of this Agreement or the application of any such provision to any party or circumstances is determined to be invalid, illegal or unenforceable, this determination shall in no way affect the validity or enforcement of the remaining portions or provisions of this Agreement. The remaining portions or provisions shall remain in full force and effect.

F. **WAIVER:** Any waiver of any term or condition by any party hereto of its rights with respect to any matter arising in connection with this Agreement shall not be construed as a general waiver or a waiver of any other term or condition.

## **12. TERMINATION; WITHDRAWAL**

A. Any county entering into this Agreement may withdraw from the Workforce Development Area pursuant to the relevant provisions in State and Federal laws.

B. The Counties forming the East Central Iowa Workforce Development Area may terminate this Agreement in the event expected or actual funding from the State, Federal governments, or other source is withdrawn or substantially reduced in such a fashion as to make the continued operation of the WDA unfeasible. In such case, termination of this Agreement shall be effective upon written notice of termination with receipt acknowledged by all Counties and the Governor.

C. The Governor may re-designate a local Workforce Development Area under Section 106 of WIOA and thereby terminate this Agreement if the LWDB and CEOs fail to reach agreement on the development of the Local Plan, the choice of the Administrative Entity or Grant Recipient.

D. The CEO Board may be dissolved and this Agreement may be rescinded only with the consent of all the Boards of Supervisors of the counties party hereto and the Governor.

E. Any county that withdraws from the CEO Board and ECIWDA shall remain liable for its proportionate share of liabilities related to the period prior to its withdrawal, as determined by the CEO Board.

IN WITNESS WHEREOF, the parties hereto have made and executed the Agreement on separate signature pages for each municipality member of the Chief Elected Official Board and on the respective dates which accompany each signature;



SIGNATURE PAGE

IN WITNESS WHEREOF, \_\_\_\_\_ COUNTY EXECUTES THIS 28E AGREEMENT, TO BE A MEMBER OF THE EAST CENTRAL IOWA LOCAL WORKFORCE DEVELOPMENT AREA

EFFECTIVE \_\_\_\_\_:

By: \_\_\_\_\_  
\_\_\_\_\_ (print name)

(name of county) County Board of Supervisors, Chairperson

ATTEST: \_\_\_\_\_  
\_\_\_\_\_ (print name)

(name of county) County Auditor

ACKNOWLEDGEMENT BY NOTARY

STATE OF IOWA                    }  
  }SS.

(name of county) COUNTY        }

On this \_\_\_\_ day of \_\_\_\_\_, 2020, before me the undersigned, a Notary Public in and for said County and State, personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who, being duly sworn, did say that they are the Chairperson of the Board of Supervisors and County Auditor of \_\_\_\_\_ County, Iowa respectively; that the seal affixed hereto is the seal of said County; that said instrument was signed and sealed on behalf of the said \_\_\_\_\_ County, Iowa, by authority of its Board of Supervisors and that said \_\_\_\_\_ and \_\_\_\_\_ as such officers, acknowledge the execution of said instrument to be the voluntary act and deed of said County, it and by them voluntarily executed.

\_\_\_\_\_  
Notary Public In and For Said County And State of Iowa

RESOLUTION

A RESOLUTION PROVIDING FOR COOPERATION WITH OTHER GOVERNMENTAL UNITS IN THE CREATION AND OPERATION OF THE SERVICE DELIVERY OF EAST CENTRAL IOWA LOCAL WORKFORCE DEVELOPMENT AREA CONSORTIUMS

WHEREAS, the Governor of Iowa determined that the counties of Benton, Cedar, Iowa, Johnson, Jones, Linn and Washington shall comprise the East Central Iowa Local Workforce Development Area pursuant to the WIOA of 2014, and

WHEREAS, the WIOA of 2014 requires, and Chapter 28E, Code of Iowa (2019) allow, units of local government to indicate their joint participation in the WIOA, by executing a joint exercise of powers agreement in accordance with those laws and regulations, and

WHEREAS, the heretofore-named counties desire to participate in, and be a member of the East Central Iowa Local Workforce Development Area as designated by the Governor:

NOW, THEREFORE, BE IT RESOLVED BY the county of \_\_\_\_\_, Iowa that it does hereby pledge its cooperation with the governing bodies of other cooperating governmental units in the creation and operation of the Chief Elected Official Board of the East Central Iowa Workforce Development Area by adopting the Articles of Agreement of such Board which is attached hereto and by this reference made a part hereof.

PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2020.

\_\_\_\_\_  
(name of county) County Board of Supervisors, Chairperson

Attest:

I, \_\_\_\_\_, Auditor of the County of \_\_\_\_\_, Iowa do hereby certify that the foregoing Resolutions number \_\_\_\_\_ was duly and regularly adopted by this governing body on the \_\_\_\_\_ day of \_\_\_\_\_, 2020.

\_\_\_\_\_  
(name of county) County Auditor

# East Central Iowa CEOs

## Memorandum

**Date:** July 9, 2020  
**To:** County Board of Supervisors  
**Re:** Shared Liability 28E Agreement  
**From:** Heather Garcia, East Central Iowa Workforce Development Board

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The County Supervisors/Chief Elected Officials (CEOs) representing the East Central Iowa Workforce Development Area met on July 9, 2020 to discuss a 28E regarding the Shared Liability Agreement of the seven-county area (Benton, Cedar, Iowa, Johnson, Jones, Linn and Washington). The CEOs in attendance voted unanimously to recommend this document be presented to each county's Board of Supervisors for consideration.

This agreement is the foundation of the local workforce development area, documenting how CEOs will work together to ensure workforce activities are meeting the needs of job seekers and businesses throughout the local area. Iowa Workforce Development (IWD) has requested this document be signed by September 1, 2020.

Under the Workforce Innovation and Opportunity Act (WIOA), from the Governor to the job seeker, we all have a role in Iowa's workforce system. WIOA stresses the importance of education, training and skills; helping people with barriers to employment; meeting the needs of employers; increasing the success and economic self-sufficiency of workers, and alignment of workforce, education and economic development. CEOs play a significant role in ensuring every county has a voice and that each community is served.

Thank you for the work you do for each of your counties. Please do not hesitate to contact me with any questions.

Heather Garcia  
515.669.0998

[Heather@Workforcedevelopmentboards.com](mailto:Heather@Workforcedevelopmentboards.com)