

**BOARD OF SUPERVISORS**

District 1 | **Stacey Walker**

District 2 | **Ben Rogers**

District 3 | **Louis J. Zumbach**

**JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER**

935 2ND ST. SW

CEDAR RAPIDS, IA 52404

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

LinnCountyIowa.gov



**LINN COUNTY BOARD OF SUPERVISORS  
MEETING AGENDA**

Monday, October 31, 2022

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 and first consideration for rezoning case JR22-0007, request of Carrie and Nathan Kellogg, owner and petitioner, to rezone 12.73 acres located in 3600 Block of N Center Point Rd from RR1 (Rural Residential 1-Acre) zoning district to the AG (Agricultural) zoning district.

Discuss a contract between CivicPlus and Linn County for CivicClerk agenda management software.

Discuss and decide on a Resolution Opposing Public Measure 1

**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**

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@linncountyiowa.gov](mailto:bd-supervisors@linncountyiowa.gov).



**CivicPlus**

302 South 4th St. Suite 500  
Manhattan, KS 66502  
US

**Quote #:**

Q-29774-2

**Date:**

9/27/2022 11:46 AM

**Expires On:**

11/30/2022

**Client:**

LINN COUNTY, IOWA

**Bill To:**

LINN COUNTY, IOWA

SALESPERSON	Phone	EMAIL	DELIVERY METHOD	PAYMENT METHOD
Amanda Parr	x7853231544	amanda.parr@civicplus.com		Net 30

QTY	PRODUCT NAME	DESCRIPTION	PRODUCT TYPE	TOTAL
1.00	CivicClerk Annual Fee	CivicClerk Annual Fee - Agenda and Minutes Management	Renewable	USD 4,083.33
1.00	CivicClerk Ultimate Implementation Package	Ultimate Implementation Package – Up to 20 Boards		USD 0.00
1.00	CivicClerk Virtual Consulting (Half Day Block)	Consulting (Virtual) - half day, up to 4 hours	One-time	USD 960.00
1.00	CivicClerk Ultimate Configuration	CivicClerk Ultimate Configuration	One-time	USD 2,880.00
2.00	CivicClerk Virtual Training (Half Day Block)	Training (Virtual) - half day, up to 4 hours	One-time	USD 1,440.00
1.00	CivicClerk Custom Template Design	CivicClerk Custom Template Set - includes 2 Agenda templates, 1 Item Report template, 1 Minutes template, 1 Agenda Script template	One-time	USD 420.00
1.00	Live Meeting Manager Annual Fee	CivicClerk Live Meeting Manager Annual Fee - Live Meeting, Electronic Voting, Display Pages	Renewable	USD 1,441.67
Total Investment - Year 1				USD 11,225.00
Annual Recurring Services - Year 2				USD 13,923.00

Total Days of Quote:150

1. This Statement of Work ("SOW") shall be subject to the terms and conditions of the CivicPlus Master Services Agreement located at <https://www.civicplus.com/master-services-agreement> ("MSA"), to which this SOW is hereby attached as the CivicClerk Statement of Work. By signing this SOW, Client expressly agrees to the terms and conditions of the MSA throughout the Term of this SOW.

2. This SOW shall remain in effect for an initial term starting at signing and ending June 30, 2023 (“Initial Term”). In the event that neither party gives 60 days’ notice to terminate prior to the end of the Initial Term or any subsequent Renewal Term, this SOW will automatically renew for an additional 1-year renewal term (“Renewal Term”). The Initial Term and all Renewal Terms are collectively referred to as the “Term”.
3. The implementation services contracted for hereunder shall begin on February 1, 2023. Client will be invoiced the Total Investment - Year on February 1, 2023. Client will pay all invoices within 30 days of the date of invoice.
4. Annual Recurring Services shall be invoiced on the start date of each Renewal Term, July 1. Annual Recurring Services, including but not limited to hosting, support and maintenance services, shall be subject to a 5% annual increase beginning in year 2 of service.
5. Client shall have sole control and responsibility over the determination of which data and information shall be included in the content that is to be transmitted and stored by CivicPlus. Client shall not provide to CivicPlus or allow to be provided to CivicPlus any content that (a) infringes or violates any 3rd party’s Intellectual Property rights, rights of publicity or rights of privacy, (b) contains any defamatory material, or (c) violates any federal, state, local, or foreign laws, regulations, or statutes.
6. The scope of the initial implementation services to be delivered by CivicPlus are as listed above. Client is responsible for providing all information required for the configuration of the services in accordance with the scope and project timeline.
7. Upon Go-Live, any unused implementation services (ie: board configuration) will expire. Any configuration of additional boards by CivicPlus after Go-Live may incur additional one-time charges based on the scope of the desired configuration, design, and training services.
8. Completion of implementation services will be determined by Go Live status. The parties agree to cooperate in a timely manner to complete all implementation tasks and deliverables in order to obtain Go-Live status of the services. CivicPlus will make reasonable efforts to confirm Go Live status with the Client, but reserves the right to deem Client’s use of the services in the intended course of business as Go Live. “Go-Live” is defined as the Client’s use of the services implemented by CivicPlus under this SOW for the intended purpose and with the intended audience.

Signature Page to follow.

**Acceptance**

By signing below, the parties are agreeing to be bound by the covenants and obligations specified in this SOW and the MSA terms and conditions found at: <https://www.civicplus.com/master-services-agreement>.

IN WITNESS WHEREOF, the parties have caused this SOW to be executed by their duly authorized representatives as of the dates below.

Client

CivicPlus

By:

By:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Name:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Title:

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:

**Contact Information**

\*all documents must be returned: Master Service Agreement, Statement of Work, and Contact Information Sheet.

**Organization** URL

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Street Address

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Address 2

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City State Postal Code

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CivicPlus provides telephone support for all trained clients from 7am –7pm Central Time, Monday-Friday (excluding holidays).  
Emergency Support is provided on a 24/7/365 basis for representatives named by the Client. Client is responsible for  
ensuring CivicPlus has current updates.

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**Emergency Contact & Mobile Phone**

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**Emergency Contact & Mobile Phone**

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**Emergency Contact & Mobile Phone**

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**Billing Contact** E-Mail

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Phone Ext. Fax

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Billing Address

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Address 2

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City State Postal Code

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Tax ID # Sales Tax Exempt #

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Billing Terms Account Rep

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Info Required on Invoice (PO or Job #)

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Are you utilizing any external funding for your project (ex. FEMA, CARES): Y [     ] or N [     ]

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Please list all external sources: \_\_\_\_\_

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**Contract Contact** Email

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Phone Ext. Fax

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**Project Contact** Email

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Phone Ext. Fax

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**Master Service Agreement and Statement of Work  
Addendum**

**THIS Master Services Agreement and Statement of Work Addendum (“Addendum”)** hereby sets forth the (i) additional terms and conditions applicable to the Master Services Agreement, found at: [www.civicplus.com/master-services-agreement], and/or Statement of Work (“Agreements”) and/or (ii) amendments to specific provisions of the terms and conditions which exist in the Agreements (collectively, the “Special Terms”), as described below, as agreed upon by CivicPlus and Linn County, IA. The Special Terms shall be deemed to amend, modify, supplement, replace and/or supersede (as applicable) any inconsistent provisions of the Agreements, to the extent of the inconsistency.

ALL TERMS AND CONDITIONS OF THE AGREEMENTS NOT EXPRESSLEY MODIFIED HEREIN SHALL REMAIN IN FULL FORCE AND EFFECT.

Capitalized terms used and not defined herein shall have the meanings assigned to them in the Agreements (to which this Addendum is attached and incorporated).

1. ADDITIONAL TERMS

2. AMENDMENTS

The terms and conditions of the Agreement are hereby amended as follows:

Document and Section	Amended Language
MSA § 15	Unless prohibited by the law of Client’s state, the Parties shall defend, indemnify and hold the other Party, its partners, employees, and agents harmless from and against any and all third party lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses, including attorney’s fees, of any kind, without limitation, arising out of the negligent actions and omissions, or intentionally malicious actions or omissions of the indemnifying Party or its affiliates, partners, employees, and agents, directly associated with this Agreement and the installation and ongoing operations of Services contemplated by the SOW. This section shall not apply to the extent that any lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses is caused by the negligence or willful misconduct on the part of the indemnified Party. Nothing in this Agreement shall be construed as a waiver of defenses available to the Client under Section 670.4 of the Code of Iowa

**Acceptance**

IN WITNESS WHEREOF, the Parties have caused this Addendum to be executed by their duly authorized representatives as of the dates below.

**Client**

**CivicPlus**

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

RESOLUTION OPPOSING PUBLIC MEASURE 1

**WHEREAS**, research shows that states with weaker gun laws have higher rates of gun violence. (Everytown Research, <https://everystat.org/>, 2022); and

**WHEREAS**, Every day 12 children die from gun violence. (<https://www.sandyhookpromise.org/blog/gun-violence/16-facts-about-gun-violence-and-school-shootings/>, 2022); and

**WHEREAS**, Guns are the leading cause of death among American children and teens rising to level of a public health epidemic. (<https://www.sandyhookpromise.org/blog/gun-violence/16-facts-about-gun-violence-and-school-shootings/>, 2022); and

**WHEREAS**, The U.S. has had 2,032 school shootings since 1970 and these numbers are increasing. (<https://www.sandyhookpromise.org/blog/gun-violence/16-facts-about-gun-violence-and-school-shootings/>, 2022); and

**WHEREAS**, School shootings in 2020-2021 rose to the highest number in 20 years, according to the National Center for Education Statistics. (<https://www.washingtonpost.com/education/2022/06/28/school-shootings-crime-report/>, 2022); and

**WHEREAS**, the rate of gun deaths has increased 56% from 2011 to 2020 in Iowa, compared to a 33% increase nationwide. This means that in 2020 there were 131 more gun deaths than in 2011. (Everytown Research, <https://everystat.org/>, 2022); and

**WHEREAS**, between 2011 and 2020, Iowa's gun homicide rate increased 168 percent—a higher increase than experienced by 5 out of Iowa's neighboring 6 states. (Everytown Research, <https://everystat.org/>, 2022); and

**WHEREAS**, gun violence costs Iowa \$4.2 billion dollars each year. This cost includes state medical care, first responders, ambulances, police, and criminal justice services related to gun violence. (Everytown Research, <https://everystat.org/>, 2022); and

**WHEREAS**, Iowa voters will vote on a proposed gun amendment to the Iowa constitution in the 2022 November General Election. (Everytown Research, <https://everystat.org/>, 2022); and

**WHEREAS**, the Second Amendment to the U.S. Constitution protects our right to own a gun; (Everytown Research, <https://everystat.org/>, 2022); and

**WHEREAS**, this proposed gun amendment includes the phrase “any and all restrictions shall be subject to strict scrutiny,” which is not found in the Second Amendment to the U.S. Constitution; (Everytown Research, <https://everystat.org/>, 2022); and

**WHEREAS**, only Louisiana, Missouri and Alabama have a similar version of this proposed “strict scrutiny” gun amendment and all three states rank in the top five for highest rates of gun deaths in the U.S.; (Everytown Research, <https://everystat.org/>, 2022); and

**WHEREAS**, if passed, this proposed gun amendment will threaten current public safety laws. A person could sue to overturn gun safety protections in our state, including laws that prohibit felons and domestic abusers from possessing firearms; (Everytown Research, <https://everystat.org/>, 2022); and

**WHEREAS**, if passed, this proposed gun amendment will invite costly, frivolous lawsuits, putting taxpayers on the hook for the cost of litigation to defend our current public safety laws; (Everytown Research, <https://everystat.org/>, 2022); and

**WHEREAS**, if passed, this proposed gun amendment will make it even harder for the police and other law enforcement officers to enforce the law and do their job. (Everytown Research, <https://everystat.org/>, 2022); and

**WHEREAS**, if passed, this proposed gun amendment will restrict future legislatures from passing future gun safety legislation like permitting, secure storage, and red-flag laws. (Everytown Research, <https://everystat.org/>, 2022); and

**WHEREAS**, the Linn County Sheriff and the Linn County Attorney, vested with the power to enforce and prosecute the laws of the State of Iowa in Linn County have examined Public Measure 1 and determined that will impede their ability to enforce common sense gun laws to keep the citizens of Linn County safe.

**NOW, THEREFORE, BE IT RESOLVED** by the Linn County Supervisors that,

1. said Board opposes Public Measure #1, the proposed gun amendment, on the ballot in the 2022 November General Election.

2. said Board encourages all voters to vote NO on Public Measure #1, the proposed gun amendment on the ballot in the 2022 November General Election.



PASSED AND APPROVED this 31st day of October, 2022.

LINN COUNTY BOARD OF SUPERVISORS

\_\_\_\_\_  
Ben Rogers, Chair

\_\_\_\_\_  
Louis J. Zumbach, Vice Chair

\_\_\_\_\_  
Stacey Walker, Supervisor

ATTEST:

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

I, Joel Miller, Linn County Auditor, hereby certify that the Linn County Board of Supervisors duly adopted the foregoing resolution at a regular meeting by a vote of: \_\_\_\_ aye, \_\_\_\_ nay, and \_\_\_\_ abstained from voting.

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