

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**

Wednesday, November 9, 2022

11 a.m.

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

Call to Order

Pledge of Allegiance

Public Comment: Five Minute Limit per Speaker

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

Consent Agenda

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

Reports

Resolutions

Contract and Agreements

Approve and authorize Chair to sign a revised 28E Agreement between Cedar Rapids Community School District and Linn County Child Development Center Regarding Statewide Voluntary Preschool Program for Four-year old Children running Monday through Friday from August 1, 2022 to June 1, 2023 with a revised total of \$94,285.51

Approve and authorize Chair to sign a Lease Agreement between Linn County and Willis Dady Homeless Services for use of the Linn County-owned building at 1017 12th Avenue SW, Cedar Rapids as a winter overflow shelter

Licenses & Permits

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes

Discuss and decide on meeting minutes.

Claims

Discuss and decide on claims.

Payroll Authorizations

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

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.

Board Member Reports

Correspondence

Appointments

Adjournment

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

.28E AGREEMENT BETWEEN CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT AND LINN COUNTY CHILD DEVELOPMENT CENTER REGARDING STATEWIDE VOLUNTARY PRESCHOOL PROGRAM FOR FOUR-YEAR OLD CHILDREN

This Agreement is entered between the Cedar Rapids Community School District (hereinafter District) and Iowa and Community Partner (hereinafter LCCDC).

BE IT THEREFORE RESOLVED, by the District and LCCDC, there will be established this Agreement pursuant to Chapter 28E of the Iowa Code with the following terms and conditions:

PURPOSE

The purpose of this Agreement is to operate a preschool program pursuant to the Statewide Voluntary Preschool Program for Four-Year Old Children (hereinafter Program).

PROGRAM REQUIREMENTS

- A. The Program will be jointly administered by the District and LCCDC. The District and LCCDC will collaboratively evaluate and assess the programming and needs of the Program. The District and LCCDC will cooperate with each other to ensure that the Program is in compliance with the program --accountability requirements set out in Iowa law.

- B. The Program shall consist of 4 classrooms providing services to a total of 27 students total in an AM preschool program on Monday through Friday from August 1, 2022 – June 1, 2023 (excluding days/holidays specified in the preschool calendar).

- C. Only students who will be four years of age on or before September 15, 2022, will be allowed to enroll in the Program. Priority enrollment will be given to families at or below the 130% poverty level.

- D. The District and LCCDC will cooperate regarding student records for students enrolled in the Program. The District will maintain all educational records as required by the law as information is requested by the Department of Education. The District, LCCDC, and their respective employees, will be responsible for maintaining the confidentiality of any education records as required by law. The parties will furnish each other with any necessary documentation needed to comply with each party's federal and state standards, regulations, and requirements, including, but not limited to, free and reduced lunch applications, enrollment reports and attendance reports. LCCDC will provide the District with all initial enrollment forms by September 15, 2022 in order for the District to meet the October 1 state count date.

TERM

The term of this Agreement will be from August 1, 2022, to June 30, 2023. The parties may renew this Agreement for subsequent school years upon the written agreement of the parties. Either party may terminate this Agreement with or without cause upon sixty (60) days written notice to the other, and in that event, no further payment will be due or payable from the District to LCCDC for services or expenses after the date of termination.

RESPONSIBILITIES OF THE PARTIES

LCCDC SHALL:

A. LCCDC is a child development center, which has been approved and licensed by the Department of Human Services (DHS). LCCDC agrees that during the term of this contract and any subsequent renewal it shall maintain such approval and licensing and will abide by all licensing requirements of DHS. If at any time LCCDC shall no longer be DHS approved or licensed, CRCSD may terminate this Contract immediately without prior notice, and no further payment will be due from CRCSD after the date of termination.

B. Provide one classroom, which will have access to appropriate restroom facilities and a playground area.

C. Provide for each classroom one (1) teacher who is appropriately licensed by the Iowa Board of Educational Examiners. The teacher assigned to the Program will not be a District employee but will be a LCCDC employee. The LCCDC classroom teacher will be evaluated by an appropriately qualified administrator of LCCDC based upon the requirements set out in Iowa law. The LCCDC classroom teacher will be responsible for the following:

- i. Ensuring the approved curriculum is taught;
- ii. Overseeing the implementation of the curriculum;
- iii. Overseeing the implementation of the Program assessment system;
- iv. Providing at least ten (10) hours per week of intentional instruction directly related to the program's curriculum, such time to be exclusive of recess, as required by Iowa law.

D. Ensure one (1) teacher is present during Program times in the classroom at LCCDC. A minimum of one (1) teacher associate and one (1) teacher will be present when 11-20 children are present. LCCDC will make sure there will be no more than 20 children per classroom.

E. Provide one (1) teacher associate for the classroom who will be available to work with the teacher and children while the children are in session from AM Preschool program on Monday through Friday. The teacher associate assigned to the Program will not be a District employee but will be a LCCDC employee. The teacher associate from LCCDC will attend mandatory professional development opportunities provided by the District per schedule. The teacher associate will meet highly qualified standards or be working on meeting this standard. The LCCDC teacher associate will be evaluated by an appropriately qualified administrator of LCCDC based upon the requirements set out in Iowa law.

F. Provide adequate and appropriate materials and supplies for the Program. The District and LCCDC will cooperatively agree on any materials and supplies which are purchased. The materials and supplies purchased with the Statewide Voluntary Preschool Program funds will become the property of the District.

G. Submit monthly attendance records to the District's office by the 10th of each month for the previous month.

H. LCCDC will attend mandatory monthly Professional Learning as scheduled by the District's Early Learning office.

I. Send the CUM folders for each child participating in the Program to the District's office by June 1, 2022.

SEX OFFENDER PROVISION:

Iowa law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Contractor and all sub-contractors acknowledge and certify that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or sub-contractor at the schools of the District.

The Contractor and all subcontractors shall provide a signed original of an Acknowledgement and Certification letter (provided at the end of this document.) No worker of the Contractor or any subcontractor will be allowed to work on site until this letter is received by the District.

INSURANCE AND INDEMNIFICATION

During the duration of this Agreement, LCCDC will provide a certificate of insurance, (or equivalent insurance document) naming the District as additional insured with general liability insurance limits of \$2,000,000.

To the extent permitted by law, the District will indemnify and hold harmless LCCDC from and against any and all losses, costs, damages and expenses, including reasonable attorneys' fees and expenses, occasioned by, or arising out of, the District's negligence or willful misconduct in the performance of its duties under this Agreement.

LCCDC will indemnify and hold harmless the District from and against any and all losses, costs, damages and expenses, including reasonable attorneys' fees and expenses, occasioned by, or arising out of the LCCDC negligence or willful misconduct in the performance of its duties under this Agreement.

THE DISTRICT SHALL:

- A. The District will provide an approved curriculum, The Creative Curriculum, for the Program.

- B. The District will provide guidance for the Iowa Quality Preschool Program Standards to be implemented by LCCDC teachers and teacher associates.

- C. The District will maintain the required assessment system, Teaching Strategies GOLD, for the Program.

PROGRAM PAYMENTS

A. LCCDC agrees not to charge participants in the program tuition or fees for any portion of the 2.5-hour program during the program school year extending from August 1, 2022 – June 1, 2023. LCCDC may charge tuition or fees for extended-hour childcare services offered outside of CRCSD-funded preschool instruction.

B. The following list itemizes for the term of this contract: (a) each category of allowable reimbursement to LCCDC for the Program; (b) the maximum reimbursable amount allowable for each category based on a projected enrollment of 27 four-year-old children; and (c) the maximum total reimbursement for the Program. If the number of four-year-old children enrolled in the Program as of October 1, 2022 is less than 27, the maximum reimbursable amount for each category will be reduced on a pro rata basis. For example, if only 18 four-year-old children are enrolled on October 1, 2022 the maximum for each category will be changed to 18/40 of the stated maximum, and such maximums will apply throughout the term of the contract. No changes in the maximum reimbursable amount for any category will be made in the event of enrollment changes after October 1, 2022.

C. LCCDC will invoice the District by the 10th of each month, separately itemizing actual expenditures for each approved category for the preceding month. The District will make payment to LCCDC within ten (10) days after receipt of the invoice. If at the conclusion of this Agreement, LCCDC's expenditures for any category are less than the maximum reimbursable amount stated for that category for the term of the Agreement, the District will not make any additional payments to LCCDC for that category. If at the conclusion of this Agreement LCCDC expenditures for any category are more than the maximum reimbursable amount stated for that category for the term of the Agreement, the District will not make any additional payments to LCCDC for that category. A Claim Form and Budget Revision Form will be provided to LCCDC at the commencement of the Agreement. LCCDC will submit all invoices to the District by June 10.

*CATEGORY	ALLOWABLE REIMBURSEMENT
Costs	\$ 100,075.50 (27 students X \$3706.50)
- 5% Administrative Costs	\$ 5,003.75
-GOLD Subscriptions	\$ 294.84
	\$ 491.40 (addtl 45 subscriptions not SWVPP, invoiced by CRCSD)
	<i>this total represents an increased fee for the 22-23 SY of a cost of \$10.92</i>
Total Reimbursement	\$ 94,285.51

MISCELLANEOUS PROVISIONS

- A. The parties acknowledge and agree that if any paragraph, provision or term of this Agreement is deemed illegal or void by any court or other appropriate authority, the remaining provisions of this Agreement shall remain in full force and effect.

- B. The terms of this Agreement may be amended at any time by mutual agreement of the parties.

- C. No separate legal or administrative entity shall be created by this Agreement. The District’s Director of Preschool, Dawn Embretson and Monica Frey and LCCDC’s Gloria Witzberger and Colette Stocks shall serve as co-administrators of this Agreement.

- D. The paragraph headings or captions are for identification purposes only and do not limit nor construe the contents of the paragraphs.

The foregoing terms are agreed to and accepted by the Cedar Rapids Community School District and LCCDC.

CEDAR RAPIDS COMMUNITY SCHOOL DISTRICT

By: *Ronald A. DeG*

Its: Board Secretary

Date: October 26, 2022

LCCDC Preschool

By: _____

Its: _____

Date: _____

NON-DISCRIMINATION POLICY

Cedar Rapids Community School District offers Career and Technical Education programs in Arts, Communications, and Information Systems; Applied Sciences, Technology, Engineering, and Manufacturing, including Transportation, Distribution, Logistics, Architecture, and Construction; Health Sciences; Human Services; and Business, Finance, Marketing, and Management. Admission to these programs is based on interest, age appropriateness, course prerequisites, and class space available.

It is the policy of Cedar Rapids Community School District not to discriminate on the basis of race, color, national origin, sex or handicap in its Career and Technical Education programs, services or activities as required by Title VI of the Civil Rights Act of 1964, as amended; Title IX of the Education Amendments of 1972; and Section 504 of the Rehabilitation Act of 1973, as amended.

It is the policy of the Cedar Rapids Community School District not to illegally discriminate on the basis of race, color, national origin, sex, disability, religion, creed, age (employment only), marital status, sexual orientation, gender identity, and socioeconomic status (students/program only) in its educational programs and its employment practices.

Cedar Rapids Community School District will take steps to assure that lack of English language skills will not be a barrier to admission and participation in all Career and Technical Education programs.

There is a grievance procedure for processing complaints of discrimination. If you have questions or a grievance related to this policy, please contact Jessica Luna, Director of Culture/Climate Transformation, (jluna@crschools.us), and/or Linda Noggle, Executive Director of Talent Management, (lnoggle@crschools.us), Educational Leadership and Support Center, 2500 Edgewood Rd NW, Cedar Rapids, IA. (319) 558-2000.

For more information about Career and Technical Education classes, contact Tara Troester, Career and Technical Education Facilitator ttroester@crschools.us at 319-558-1222 or mailing address 2500 Edgewood Rd NW, Cedar Rapids, IA 52405-1015.

RETURN THIS PAGE WITH RESPONSE

ACKNOWLEDGMENT AND CERTIFICATION

_____ (“Company”) is providing services to
[name of contractor/sub-contractor]

the Cedar Rapids Community School District (“District”) as a contractor or is operating or managing the operations of a contractor. The services provided by the Company may involve the presence of the Company’s employees upon the real property of the schools of the District.

The Company acknowledges that the law prohibits a sex offender who has been convicted of a sex offense against a minor from being present upon the real property of the schools of the District. The Company further acknowledges that, pursuant to law, a sex offender who has been convicted of a sex offense against a minor may not operate, manage, be employed by, or act as a contractor or volunteer at the schools of the District.

The Company hereby certifies that no one who is an owner, operator or manager of the Company has been convicted of a sex offense against a minor. The Company further agrees that it shall not permit any person who is a sex offender convicted of a sex offense against a minor to provide any services to the District in accordance with the prohibitions set forth above.

This Acknowledgment and Certification is to be construed under the laws of the State of Iowa. If any portion thereof is held invalid, the balance of the document shall, notwithstanding, continue in full legal force and effect.

In signing this Acknowledgment and Certification, the person signing on behalf of the Company hereby acknowledges that he/she has read this entire document that he/she understands its terms, and that he/she has signed it knowingly and voluntarily.

Dated: _____

[Name of contractor/sub-contractor]

By: _____

Printed Name: _____

Title: _____

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement"), is made and entered into this 9th day of November 2022, by and between:

Lessor: Linn County, whose mailing address for the purpose of this Agreement is 935 – 2nd Street SW, Cedar Rapids, Iowa 52404 ("Landlord"), and

Lessee: Willis Dady Homeless Services, whose mailing address for the purpose of this Agreement is 1247 – 4th Avenue SE, Cedar Rapids, IA 52403 ("Tenant").

RECITALS

WHEREAS, Linn County, through Linn County Community Services, provides and/or oversees core functions and services that include identifying and making recommendations to fill gaps in the community, providing funding to the Community Overflow Weather Shelter System, and collaborating with many different organizations to coordinate housing, emergency shelter, and other services to meet the needs of homeless people and people at risk of becoming homeless; and

WHEREAS, the Linn County Board of Supervisors recognizes the public need for an overflow winter homeless shelter system in the County; and

WHEREAS, Linn County owns a building with unused space that could be used for overflow homeless shelter services; and

WHEREAS, Willis Dady Homeless Services has the ability, and desires to provide winter overflow homeless shelter services, and needs an appropriate location to provide such services.

NOW THEREFORE, the Lessor and Lessee (the "Parties") agree as follows:

ARTICLE I. GRANT AND TERM

Section 1.01. Demised Premises. In consideration of the covenants and agreements on the part of Tenant to be observed and performed as provided herein, Landlord leases to Tenant approximately 24,300 square feet of the building at 1017 12th Ave. SW, Cedar Rapids, IA 52404, as shown on Schedule "C," herein called the "Demised Premises."

Section 1.02. Use of Demised Premises. The use and occupation by Tenant of the Demised Premises shall be subject to the terms and conditions of the Agreement and to reasonable rules and regulations for use thereof as prescribed on Schedule "B" and from time to time by Landlord.

Section 1.03. Term and Possession. The term of this Lease shall be for the period specified on Schedule "A." Tenant shall have the right to possession of the Demised Premises rent free for the period specified on Schedule "A."

ARTICLE II. SIGNS

Any signs placed upon the Demised Premises must comply with the ordinances of the City of Cedar Rapids and Linn County and shall be approved first by Landlord, which approval shall not be unreasonably withheld.

ARTICLE III. RENT

Landlord is providing the Demised Premises to Tenant with rent free for the term of the Lease.

ARTICLE IV. USE OF DEMISED PREMISES BY TENANT

Section 4.01. Use of Demised Premises. Tenant shall use the Demised Premises during the term of this Lease only for the sole purpose specified on Schedule "A" and subject to the rules and regulations prescribed in Schedule "B."

Section 4.02. Compliance with Laws and Regulations. Tenant shall procure at its sole expense any permits and licenses required for the transaction of its business in the Demised Premises and shall comply with all laws, ordinances, regulations, and orders now in effect or hereafter enacted during the Lease Term that are applicable to this Demised Premises.

Tenant shall not permit any unlawful activity to be carried on or in the Demised Premises; make any use of or allow the Demised Premises to be used for any purpose that might invalidate the insurance thereof on; create any nuisance or injure the reputation of the Demised Premises or Landlord; deface or injure the building, overload the floors, commit or suffer waste, permit the use of loudspeakers or other devices that can be heard outside the Demised Premises; or, disturb the quiet enjoyment of the area.

Tenant shall store all trash and garbage within the designated areas. Removal of garbage and trash shall be made only in the manner and areas prescribed by Landlord. If Tenant fails to maintain the Demised Premises in a neat and clean condition, Landlord at its option may have the Demised Premises cleaned at Tenant's expense at a reasonable cost in keeping with competitive cleaning charges in the area at that time.

Tenant shall not use the plumbing facilities for any purpose other than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant.

ARTICLE V. UTILITIES

Heat, water, waste removal, and electricity will be provided for the Demised Premises by the Landlord.

In no event shall Landlord be liable for an interruption or failure in the supply of any utility to the Demised Premises.

ARTICLE VI. MAINTENANCE AND REPAIR OF THE DEMISED PREMISES

Except as expressly otherwise provided herein, Tenant takes the Demised Premises in an "as-is" condition. Landlord will maintain the Demised Premises and perform routine maintenance to the facility as it sees fit. Tenant shall not perform any work to the Demised Premises without Landlord's advance written approval. Tenant shall not suffer any mechanic's lien to be filed against the Demised Premises by reason of any work, labor, services, or material performed at or furnished to the Tenant or anyone holding the Demised Premises through or under Tenant. If a mechanic's lien shall be so filed, Landlord may remove it at Tenant's expense.

At the expiration or termination of this Lease by the lapse of time or otherwise, Tenant will quit and surrender the Demised Premises in as good a state and condition as on the Possession Date excepting only reasonable use and wear thereof, or damage by casualty for which Landlord is responsible under the provisions of the Lease.

ARTICLE VII. INSURANCE AND INDEMNITY

Section 7.01. Tenant's Liability Insurance. Tenant shall, at its expense, prior to the Possession Date and during the entire term of this Lease, obtain and keep in full force and effect, with an insurance carrier authorized and licensed to do business in the State of Iowa, a Comprehensive General Liability insurance policy or policies, including Blanket Contractual Liability coverage, Owners and Contractor's Protective Liability Coverage, Personal Injury Liability coverage, with respect to the Demised Premises, and the business operated by Tenant and sublessees, licensees or concessionaires of Tenant in the Demised Premises.

Such policies shall be written as primary coverage that does not contribute to and is not in excess of coverage that the other party may provide and shall be in the amount of at least \$1,000,000 combined single limit per occurrence, naming Landlord as an additional insured with direct coverage for both the direct and vicarious liability of Landlord as the additional insured.

The policy shall contain a clause that the insurer will not cancel or change the coverage without first giving Landlord twenty (20) days prior written notice. A copy of such insurance policy and duly executed certificates evidencing such insurance shall be delivered to and approved by Landlord prior to the Possession Date. Any comprehensive public liability insurance carried by Landlord hereunder shall be excess, and not contributing insurance to the insurance carried by Tenant hereunder.

In the event Tenant fails to procure, maintain, and/or pay for the insurance required by this Lease, at the times and for the duration specified in this Lease, Landlord shall have the right, but not the obligation, at any time and from time to time, and without notice, to procure such insurance and/or pay the premiums for such insurance, in which event Tenant shall repay Landlord, immediately upon demand by Landlord, as Additional Rent, all sums so paid to Landlord together with interest thereon and any costs or expenses incurred by Landlord in connection therewith, without prejudice to any other rights and remedies of Landlord under this Lease.

Section 7.02. Indemnification of Landlord. Tenant shall indemnify, defend and save Landlord harmless from and against any and all claims, demands, causes of action, actions, damages, liability, judgments or expenses, including attorney's fees and reasonable expenses incurred in investigating the same, in connection with loss of life, personal injury and/or damage to property arising from or out of (i) any occurrence in, upon or at the Demised Premises, or the occupancy or use of the Demised Premises or any part thereof by Tenant or its agents, employees, contractors, sublessees, concessionaires, or licensees, or the customers or invitees of any of them or occasioned wholly or in part by any act or omission of Tenant, its agents, employees, contractors, sublessees, concessionaires or licensees, or the customers or invitees of any of them, except if wholly caused by the act or neglect of Landlord, its agents or employees; (ii) the use of the Common Areas or any part thereof, by Tenant, its agents, employees, contractors, sublessees, concessionaires or the customers or invitees of any of them; and (iii) Tenant's use of the Demised Premises after the Possession Date for the installation of Tenant's fixtures and equipment, even though such occupancy may be prior to the commencement of the term of this Lease.

Section 7.03. Loss and Damage to Tenant's Property. Landlord shall not be liable for any damage to the property of Tenant or of others located on the Demised Premises, nor for the loss of or damage to any property of Tenant or others by theft or otherwise, nor shall Landlord be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the Demised Premises or from the pipes, appliances, or plumbing in the Demised Premises or from the roof, street or subsurface or by dampness or by any other cause of whatsoever nature. Landlord shall not be liable for any damage caused by other tenants or persons in the Demised Premises, occupants of adjacent property, or the public, or caused by operations in the construction of any public or quasi-public work.

Section 7.04. Waiver of Subrogation. Where either Landlord or Tenant sustains a loss or damage to the Demised Premises, or to the fixtures, goods, wares, merchandise or any other property thereon or therein for which it is protected by an existing policy or policies of insurance, the party sustaining such loss or damage, to the extent that it is so protected and to the extent that it may legally do so, waives its rights of recovery, if any, against the other party hereto.

Section 7.05. Increase in Fire Insurance Premium. Tenant agrees it will not keep, use, sell or offer for sale in or upon the Demised Premises any article that may be prohibited by the standard form of fire insurance policy. If anything done, omitted to be done or suffered to be done by Tenant, or kept in, upon or about the Demised Premises, shall cause the rate of fire or other insurance on the Demised Premises or other property of Landlord to be increased beyond the minimum rate from time to time applicable to the Demised Premises for the purposes permitted under this Lease, Tenant will pay the amount of such increase promptly upon Landlord's written demand. In Tenant's use of the Demised Premises, a schedule, issued by the organization making the insurance rate on the Demised Premises, showing the various components of such rate, shall be conclusive evidence of the several items and charges which make up the insurance rate on the Demised Premises.

ARTICLE VIII. DAMAGE OR CASUALTY

Section 8.01. Notice. Tenant shall give immediate written notice to Landlord of any damage caused to the Demised Premises by fire or other casualty.

Section 8.02. Damage or Destruction of Demised Premises. In the event that the Demised Premises or the building for which they are situated shall be partially or totally destroyed by fire or other casualty Landlord may terminate this Lease as of a date of such damage or destruction.

ARTICLE IX. ASSIGNMENT AND SUBLETTING

Tenant shall not sublet or assign the Demised Premises.

ARTICLE X. TENANT'S DEFAULT

Section 10.01. Events of Default. The following events shall be deemed to be events of default by Tenant under the Lease:

Tenant shall fail to comply with any term, covenant, or condition of this Lease, and shall not cure such failure within five (5) days after receipt by Tenant of Landlord's written notice of such noncompliance.

If any event of default occurs, Landlord may at its option terminate this Lease, re-enter, take possession of the Demised Premises and remove all personnel and property therefrom all without notice or legal process and without being deemed guilty of trespass, or liable for any loss or damage occasioned thereby. In addition to remedies provided herein, Landlord shall have all other remedies that it may be entitled to at law or in equity.

Section 10.02. Costs, Expenses, and Attorney's Fees. Tenant shall pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by Landlord in enforcing the terms, covenants, and conditions in this Lease if Landlord prevails in any litigation commenced by it to enforce same. Landlord shall pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by Tenant in enforcing the terms, covenants, and conditions in this Lease if Tenant prevails in any litigation commenced by it to enforce same.

ARTICLE XI. RIGHT OF ENTRY

Provided Tenant's operations are not unreasonably interfered with, Landlord or Landlord's agents shall have the right to enter the Demised Premises at all reasonable times to examine the same, to show them to prospective purchasers or lessees of the Demised Premises and to make such repairs, alterations, improvements, or additions to the Demised Premises or adjoining premises as Landlord may deem necessary or desirable and Landlord shall be allowed to take material into and upon the Demised Premises that may be required, therefore without the same constituting an eviction of Tenant.

If Tenant shall not be personally present to open and permit an entry into the Demised Premises at any time when for any reason an entry therein shall be necessary to protect the Demised Premises, or adjoining premises from damage, Landlord, or Landlord's agents may forcibly enter the Demised Premises, without rendering Landlord or such agents liable therefore, and without in any manner affecting the obligations and covenants of this Lease. Nothing herein contained, however, shall be deemed or construed to impose upon Landlord any additional obligation, responsibility, or liability whatsoever, for the care, maintenance, or repair of the Demised Premises

ARTICLE XII. REMEDIES CUMULATIVE

No waiver by Landlord or Tenant of a breach of any of the terms, covenants, or conditions of this Lease shall be construed to be a waiver of any future breach of the same or any other terms, covenants, or conditions hereof. No receipt of money by Landlord from Tenant after notice of default, or after the termination of this Lease, or after the commencement of any suit or after judgement for possession of the Demised Premises, shall reinstate, continue, or extend the term of this Lease or affect any notice, demand, or suit. Unless otherwise specified, the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another or exclude any other right or remedy allowed by law.

ARTICLE XIII. SUBORDINATION, OFFSET STATEMENT, AND ATTORNMENT

Section 13.01. Subordination. Landlord is hereby irrevocably vested with the full power and authority, if it so elects, to subordinate this Lease to any mortgage, deed of trust, or other lien now or hereafter placed upon the Demised Premises, and Tenant agrees upon demand to execute such instruments subordinating this Lease as Landlord may request, provided such subordination shall be upon the express condition that this Lease shall be recognized by the

mortgagee, and that the rights of Tenant shall remain in full force and effect during the term of this Lease so long as Tenant shall continue to perform all covenants and conditions of this Lease.

Section 13.02. Estoppel Certificate Offset Statement. Within ten (10) days after request therefore by Landlord, or in the event that upon any sale, assignment, or hypothecation of the Demised Premises, an offset statement shall be required from Tenant, Tenant agrees to deliver in recordable form a certificate to any proposed mortgagee or purchaser, or to Landlord certifying (if such be the case) that this Lease is in full force and effect and that there are no defenses or offsets thereto, or stating those claimed by Tenant.

Section 13.03. Attornment. Tenant shall, in the event any proceedings are brought for foreclosure of, or in the event of exercise of the power of sale under any mortgage or deed of trust made by Landlord covering the Demised Premises, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as Landlord under this Lease.

ARTICLE XIV. LANDLORD'S TITLE

Landlord covenants that it has full right and power to execute and perform this Lease. Landlord further covenants that Tenant, on performing the covenants and agreements hereof, shall peaceably and quietly have, hold, and enjoy the Demised Premises and all rights, easements, appurtenance, and privileges there unto belonging or in any way appertaining, during the term hereof. Anything herein to the contrary notwithstanding, Landlord shall not be liable for any breach of the covenant of quiet enjoyment or any other breaches occurring after Landlord's obligations under said covenant of quiet enjoyment terminate, as well as all other covenants to be performed by Landlord pursuant to the provisions of this Lease.

ARTICLE XV. TENANT'S RESPONSIBILITY REGARDING HAZARDOUS SUBSTANCES

Section 15.01. Hazardous Substances. The term "Hazardous Substances" as used in this Lease, shall include, without limitation, flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority.

Section 15.02. Tenant's Restrictions. Tenant shall not cause nor permit to occur:

- (a) Any violation of any federal, state, or local law, ordinance, or regulation now or hereafter enacted, related to environmental conditions on, under, or about the Premises, including, but not limited to soil, air, and ground water conditions, or
- (b) The use, generation, release, manufacture, refining, production, processing, storage, or disposal or any Hazardous Substances on, under, or about the Demised Premises, or the transportation to or from the Demised Premises of any Hazardous Substance.

Section 15.03. Environmental Clean-up.

- (a) Tenant shall, at Tenant's own expense, comply with all laws regulating the use, generation, storage, transportation, or disposal of Hazardous Substances ("Laws").

- (b) Tenant shall, at Tenant's own expense, make all submissions to provide all information required by, and comply with all requirements of all governmental and authorities (the "Authorities") under the laws.
- (c) Should any Authority or any third party demand that a cleanup plan be prepared or that a clean-up or other remedial action be undertaken because of any deposit, spill, discharge, or other release of Hazardous Substances that occurs during the term of this Lease, at or from the Demised Premises, or which arises at any time from Tenant's use or occupancy of the Demised Premises, then Tenant shall, at Tenant's own expense, prepare and submit the required plans and all related bonds and other financial assurances and carry out all such clean-up plans or other required or appropriate remedial action.
- (d) Tenant shall promptly provide all information regarding the use, generation, storage, transportation, or disposal of Hazardous Substances that is requested by Landlord. If Tenant fails to fulfill any duty imposed under this Section 15.03 within a reasonable time, Landlord may do so and, in such case, Tenant shall cooperate with Landlord to prepare all documents Landlord deems necessary or appropriate to determine the applicability of the laws to the Demised Premises and Tenant's use thereof, and for compliance therewith, and Tenant shall execute all documents promptly upon Landlord's request. No such action by Landlord and no attempt made by Landlord to mitigate damages under any law shall constitute a waiver of any of Tenant's obligations hereunder.
- (e) Tenant's obligations and liabilities under this Section 15.03 shall survive the expiration or termination of this Lease.

Section 15.04. Tenant's Indemnity.

- (a) Tenant shall indemnify, defend and hold harmless the Landlord from all fines, suits, procedures, claims, settlements, and actions of every kind, and all costs associated therewith (including attorneys' and consultants' fees) arising out of or in any way connected with any deposit, spill, discharge, or other release of Hazardous Substances that occurs during the term of this Lease at or from the Demised Premises, or which arises at any time from Tenant's use or occupancy of the Demised Premises, or from Tenant's failure to provide all information, make all submissions, and take all steps required by all Authorities under the laws and all other environmental laws.
- (b) Tenant's obligations and liabilities under this Section 15.04 shall survive the expiration or termination of this Lease and shall be an expansion of and not a limitation to the other obligations of Tenant to indemnify, defend and hold harmless the Landlord.

ARTICLE XVI. MISCELLANEOUS PROVISIONS

Section 16.01. Relationship of Parties. Nothing here contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or joint between the parties hereto, it being understood and agreed that neither the method of computation of Rent, nor any other provision contained herein, nor any acts

of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

Section 16.02. Construction. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Landlord or Tenant and to either corporations, associations, partnerships or individuals, males, or females, shall in all instances be assumed as thought fully expressed. The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof.

Section 16.03. Parties Bound. It is agreed that this Lease, and each and all of the terms, covenants, and conditions hereof, shall be binding upon and inure to the benefit of, as the case may be, the parties hereto, their respective heirs, executors, administrators, legal representatives, successors and assigns, subject to all provisions herein with respect to the assignment or other transfer of Tenant's interest herein.

Section 16.04. Entire Agreement. This Lease contains the entire agreement between the parties, and no agreement shall be effective to change or modify this Lease in whole or in part unless such agreement is in writing and duly signed by the party against whom enforcement of such change or modification is sought.

Section 16.05. Savings/Governing Law. The invalidity or unenforceability of any provision of this Lease shall not affect or impair the validity of any other provision. The laws of the State of Iowa shall govern the interpretation, validity, performance, and enforcement of this Lease.

Section 16.06. Force Majeure. In the event that either party hereto shall be delayed or hindered or prevented from the performance of any provision of this Lease prior to Tenant's opening for business in the Demised Premises by reason of strikes, lockouts, labor troubles, acts of God, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, litigation challenging the validity of any necessary permit, or other reason of a like nature not the fault of the party delayed in performing such provisions, then performance of such provision shall be excused for the period of the delay and the period equivalent to the period of such delay.

Section 16.07. Assignment to Mortgage. With reference to any assignment by the Landlord of its interest in this Lease, or the rent payable hereunder, conditional in nature or otherwise, which assignment is made to or held by anyone holding a mortgage of deed of trust on the Demised Premises, Tenant agrees that such mortgagee or beneficiary shall be treated as having assumed Landlord's obligations hereunder only upon such mortgagee's or beneficiary's taking possession of the Demised Premises through foreclosure or in lieu of foreclosure.

Section 16.08. Notices. Wherever any notice is required or permitted hereunder, such notice shall be in writing. Notice may be given by personal delivery and shall be effective when received. Additionally, any notice or document required or permitted to be delivered hereunder shall be deemed delivered, when actually received or delivery is refused when posted in the United States mail, postage prepaid, Certified Mail, Return Receipt Requested, addressed to the noticed party hereto at the addresses set out in Schedule A.

LINN COUNTY, IOWA

WILLIS DADY HOMELESS SERVICES

Ben Roger, Chairperson
Linn County Board of Supervisors

Alicia Faust
Executive Director

By (Signature): _____

Written Name: _____

Title: _____

Schedule A

(This Schedule shall supersede any language in the main lease agreement)

Section A.01 Term and Possession

Term shall be for a period commencing on November 15, 2022, and ending February 15, 2023. Landlord reserves the right to terminate the lease at any time by providing Tenant 60 days-notice. Notice may be by email or regular mail.

In the event Tenant remains in possession of the Demised Premises after the termination of this Lease, Tenant, at the option of Landlord, shall be deemed to be occupying the Demised Premises as a tenant from month-to-month, subject to all the terms of this Lease insofar as the same are applicable to a month-to-month tenancy.

Section A.02 Use of Demised Premises

Tenant shall use the demised premises for overflow weather shelter and related community services.

Section A.03 Notices

Notices to Tenant shall be given to:

Willis Dady Homeless Services
c/o Alicia Faust
Executive Director
1247 - 4th Ave. SE
Cedar Rapids, IA 52403

Notices to Landlord shall be given to:

Linn County
c/o Board of Supervisors
935 - 2nd Street SW
Cedar Rapids, IA 52404

Landlord Initial _____ Tenant Initials _____

Schedule B

(This Schedule shall supersede any language in the main lease agreement)

Section B.01 Use of Demised Premises

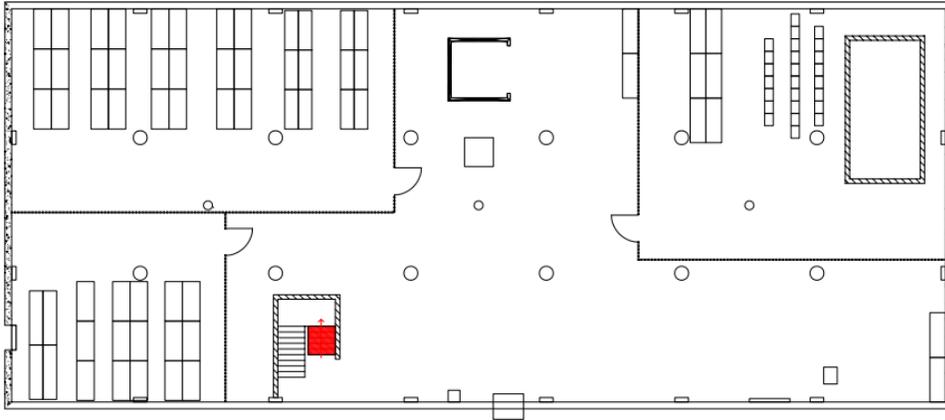
Tenant shall use the demised premises for overflow weather shelter and related community services subject to the rules and regulations listed below as stipulated by the City of Cedar Rapids Building Services Department and Fire Marshal.

- Tenant may use only the first floor of the demised premises for a sleeping area.
 - Tenant shall maintain a clear path from the men’s sleeping area through the women’s sleeping area, as this is the means of egress path to the second exit. In addition, Tenant must maintain a clear path in the men’s sleeping area at all times.
- Tenant may, in addition to a sleeping area, use the first floor of the demised premises for purposes directly related to the provision of overflow weather shelter and related community services.
- Tenant may use the basement of the demised premises for storage and may use the basement of the demised premises for other non-sleeping area uses with the prior approval of the Landlord.
- Tenant may use the shower, the adjacent restroom, and the adjacent changing area on second floor, as shown on Schedule “C,” for showering purposes but may not use these spaces as a sleeping area. The remainder of the second floor shall remain secured, but Tenant may use this area for storage and for other non-sleeping area uses with the prior approval of the Landlord.
- Tenant shall adhere to the ratio of “fire watch” staff to clients as determined by the Cedar Rapids Fire Marshal.
- The maximum occupant load of the facility shall be 100 clients.

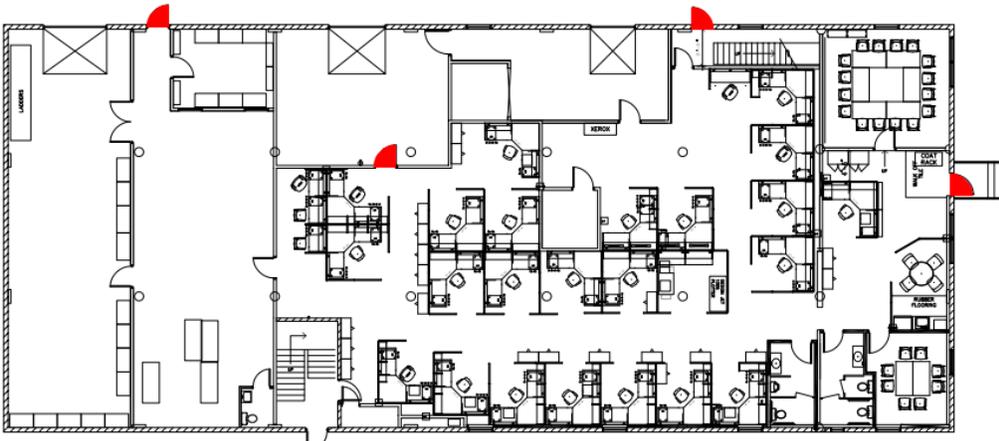
Landlord Initial_____ Tenant Initials _____

Schedule C

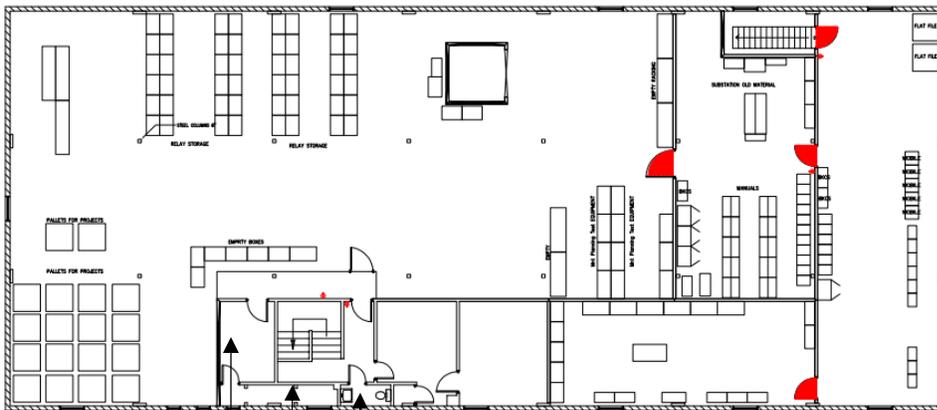
Basement



First Floor



Second Floor



Changing area, shower, and restroom