

STATE OF IOWA)
) Ss:
DELAWARE COUNTY)

August 10, 2020
Manchester, Iowa
11:30 AM

The Delaware County Board of Supervisors met in work session this date at 11:30 am with all members present. Also present were Dan Lett, Ed Schmidt, Alex Linderwell, Chandra Ravada, Dan Fox, Anthony Bardgett, and Carla K. Becker. There were no members of the media present. Chairperson Madlom called the meeting to order.

Discussion Regarding the Creation of a Zoning Ordinance for Delaware County

Chairperson Madlom stated that Delaware County would like to start the process of creating a zoning ordinance for the County. The Board is interested in contracting with the East Central Intergovernmental Association (ECIA) to accomplish this.

Chandra Ravada, Director of Transportation, and Daniel Fox, Senior Planner, stated that ECIA would be available to assist the Board in the creation of a Zoning Ordinance for the County. The basic cost would be \$20,000 to create the ordinance. Mr. Ravada felt that 1/3 of the cost could be covered by available grants and another 1/3 covered by the RPA Planning Funds. This would leave 1/3 to be covered by the County. The project would be administered by Daniel Fox.

The Zoning Ordinance would be created in coordination with the County's Comprehensive Plan. The Board will also need to appoint an advisory committee, including members of the public, to review the ordinance as it is being developed. Mr. Fox will begin by working with the County to put together a proposed zoning map for Delaware County and to work on the language for the ordinance. He also stated there will be a need for public communication throughout this process regarding the need for the ordinance, what the Board is trying to do through implementing the ordinance, and what they are NOT trying to do.

Mr. Fox feels that ECIA can have a contract ready for the Board to consider by late September. He would then like to begin working on the ordinance in early October. ECIA will try to tailor the ordinance to exactly what the County wants. Since this process will be new for everyone involved, Mr. Fox will try and find some training resources for the County, perhaps through Iowa State University. In the meantime, the Board should begin thinking about appointing a Planning and Zoning Committee and a potential Advisory Board.

The Board thanked Mr. Ravada and Mr. Fox for their time.

There being no further business before the Board, the work session was closed at 12:06 pm.

These minutes have been read and approved.

/S/ Jeff Madlom, Chairperson

/S/ Carla K. Becker, County Auditor

STATE OF IOWA)
) Ss:
DELAWARE COUNTY)

August 10, 2020
Manchester, Iowa
1:15 PM

The Delaware County Board of Supervisors met in regular session this date at 1:15 pm with all members present. Also present were Pam Klein, Mike Corkery, Keith Kramer, Wade Brunzman, Anthony Bardgett, and Carla K. Becker. There were no members of the media present. Chairperson Madlom called the meeting to order.

Motion made by Helmricks, second by Buschmann and carried to approve the agenda as posted. All Ayes

Motion made by Buschmann, second by Helmricks and carried to approve the minutes from the August 3, 2020 work session and regular session. All Ayes

There were no requests submitted for attendance at out-of-county meetings.

Motion made by Helmricks, second by Buschmann and carried to approve payment of the following claims:

Alliant Energy	Service	6728.32
LLC CenturyLink Communications	Telephone Services	26.00
Comelec Internet Services	Data Processing Supplies	80.00
City of Manchester	Service	359.95
Mediacom LLC	Data Processing	840.05
Verizon Wireless	Telephone Services	7.02
Windstream	Telephone Service	409.62

All Ayes

Motion made by Buschmann, second by Helmricks and carried to approve the "Application for Approval of Underground Construction" submitted by Tim Benn to run an REC electrical main from the existing REC pole to the easement along property line (south ditch). Said construction being located in Section 30 of Delhi Twp. All Ayes

Motion made by Helmricks, second by Buschmann and carried to acknowledge receipt of the manure management plan update submitted by Duane and Karen Nieman in Section 5 of North Fork Twp. All Ayes

Motion made by Buschmann second by Helmricks and carried to set Monday, August 31, 2020 at 1:15 pm as the date and time to hold a Public Hearing on the construction permit application for the expansion of a manure management plan for Marty Burlage (Gadient Farms) at an existing location in Section 36 of South Fork Township. All Ayes

Motion made by Helmricks, second by Buschmann and carried to acknowledge receipt of the Treasurer's Monthly Banking and Investment Report showing that as of July 31, 2020 a total of \$20,789,573.71 was collected on behalf of all taxing entities and deposited with various banks across the county. All Ayes.

Motion made by Buschmann, second by Helmricks and carried to approve the following resolution and attached 28E Agreement with Northeast Iowa Workforce Area Consortiums:

RESOLUTION No 2020-040

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

WHEREAS, the Governor of Iowa determined that the counties of Allamakee, Black Hawk, Bremer, Buchanan, Butler, Cerro Gordo, Chickasaw, Clayton, Delaware, Dubuque, Fayette, Floyd, Franklin, Grundy, Hancock, Howard, Mitchell, Winnebago, Winneshiek and Worth shall comprise Local Workforce Development **Northeast Iowa Workforce 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 **Northeast Iowa Workforce Area** as designated by the Governor:

NOW, THEREFORE, BE IT RESOLVED BY the Delaware County Board of Supervisors 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 **Northeast Iowa Workforce Area** Board 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 10th day of August 2020.

/S/ Jeff Madlom, Delaware County Board of Supervisors, Chairperson

Attest: I, Carla K. Becker, Auditor of the County of Delaware, Iowa do hereby certify that the foregoing Resolutions number 040 was duly and regularly adopted by this governing body on the 10th day of August, 2020.

/S/ Carla K. Becker, Delaware County Auditor

**NORTHEAST IOWA WORKFORCE AREA
CHIEF ELECTED OFFICIALS
SHARED LIABILITY AGREEMENT**

This Agreement is entered into by and between the Boards of Supervisors of Allamakee, Black Hawk, Bremer, Buchanan, Butler, Cerro Gordo, Chickasaw, Clayton, Delaware, Dubuque, Fayette, Floyd, Franklin, Grundy, Hancock, Howard, Mitchell, Winnebago, Winneshiek and Worth Counties, hereinafter collectively referred to as the "Party" or "Parties," to each appoint a Chief Elected Official ("CEO") to oversee the Northeast Iowa Local Workforce Development Area 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.

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 of 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 Northeast Iowa Workforce Area, 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 County Board of Supervisors Chair or a designee, from within the Board, shall be designated as the Chief Elected Official (CEO) for each Party to form the Northeast Iowa Workforce Area CEO Board.

B. Each designated CEO shall collectively recruit members to the Local Workforce Development Board (LWDB), known as the Northeast Iowa Workforce Development Board (NEIWDB) as set forth in Article 8 of this agreement.

C. CEO decisions and actions required or any disputes arising under or relating to this Agreement shall be made in a democratic manner and each CEO shall have an equal vote in all deliberations. A simple majority vote shall be required to approve or deny any action required to fulfill the CEO responsibilities and duties contained in this Agreement.

D. The CEOs shall designate and elect a Chief Lead Elected Official (CLEO), and Vice Chief Lead Elected Official 1 (Vice CLEO 1) and Vice Chief Lead Elected Official 2 (Vice CLEO 2) by majority vote of the CEOs. The election shall take place at the meeting occurring on or after January first of each year. The elected CLEO shall be appointed to serve for at least a one (1) year term, January 15-January 14, beginning on the day following the election.

E. In the event that the CLEO is unable to serve, the Vice-CLEO 1 will succeed to such position.

F. The CLEO shall act as duly authorized signatory for the CEOs/LWDB 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 serve as the primary point of contact for Iowa Workforce Development (IWD) in the dissemination of information to the CEOs and to the LWDB/NEIWDB.

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

H. 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.

I. Vice CLEOs. At the request of the CLEO or in the absence of the CLEO, or during his/her inability to act, the Vice CLEO 1 shall assume the powers and duties of the CLEO. The Vice CLEO 1 shall have such other powers and perform such other duties as may be assigned to him/her by the CEOs. If neither the CLEO, nor Vice CLEO 1 are able to serve, the Vice CLEO 2 shall assume the powers and duties of the CLEO.

J. The CEOs may establish such standing, special and advisory committees as deemed appropriate. Any committee established or abolished hereunder by the CEOs shall be by majority vote.

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

L. At a minimum, CEOs will meet jointly with the LWDB/NEIWDB. Meetings will occur quarterly in the months of February, May, August, and November.

M. CEOs shall make all reasonable efforts to accommodate attendance at meetings electronically, telephone, FaceTime, Skype, etc., and webinars when such technology is available and functioning at the meeting location.

N. Because the CEOs and LWDB/NEIWDB are comprised of public entities and will have the authority to apply for and receive funds and make other recommendations, the CEO Board and LWDB 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 LWDB/NEIWDB staff, shall cause the agendas and minutes of the CEO and LWDB/NEIWDB meetings to be prepared, appropriately published, and distributed to the CEOs and board members.

O. 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 shall recuse her or himself from further discussions or voting. CEOs and LWDB/NEIWDB members shall sign a conflict of interest attestation form annually.

P. 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.

Q. Selection of New CLEO. When a new CLEO is selected in accordance with the CEO 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 Northeast Iowa Workforce Area under the WIOA of 2014 as amended and with funds that the CEOs may apply for and receive on behalf of the Northeast Iowa Workforce Area.

5. CEO POWERS, RESPONSIBILITIES AND DUTIES

The roles and responsibilities of the CEOs/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/NEIWDB, shall establish and operate a fiscal and management accountability information system based on guidance established by the Secretary of State 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/NEIWDB:
 1. Establishing bylaws for the LWDB/NEIWDB.
 2. CEOs and the LWDB/NEIWDB 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 Northeast Iowa Workforce Area, 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 Northeast Iowa Workforce Area 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's approval and shall be reviewed and approved at scheduled meetings.
 11. The LWDB/NEIWDB shall develop a board budget annually, with approval of the CEOs. The LWDB/NEIWDB, 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. The CEOs expect the Fiscal Agent 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.
- B. 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 on a pro-rated basis based on county population between the twenty counties in the LWDA identified as Parties to this Agreement.
- C. 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 parties shall meet, in person and in good faith, to make every reasonable attempt to resolve the problem 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 (Northeast Iowa Workforce Development Board)

- A. Nominations
 1. CEOs shall seek board member nominations from private sector local business organizations and trade associations.
 2. The CEOs 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 in the local area.
 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/NEIWDB membership, to Iowa Workforce Development (IWD) for review, approval and confirmation of the proposed appointee.
- B. Appointments

The CLEOs have the exclusive responsibility to appoint members to the LWDB / NEIWDB from the individuals recommended or nominated by each class of membership.

 1. After initial establishment of staggered terms, private sector board members shall be appointed up to four-year terms with no limit on terms served. Nominations approved by consensus of CEO's before appointment by the

CLEO(s). CLEOs shall not appoint nominees to the LWDB until the CLEO has received confirmation from IWD that the appointment has been approved.

2. CLEOs 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. CLEOs shall appoint members to ensure that at all times not less than 20% of the LWDB/NEIWDB 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. CLEOs 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. CLEOs 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 twenty 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. CLEOs 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 nominated beyond the minimum required by WIOA. If such additional nominations 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 Northeast 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.
- 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.
 - e) After 3 consecutive missed meetings. Approval per FMLA guidelines.

9. INSURANCE

The Parties of this Agreement agree that the Northeast Iowa Workforce Development Board shall purchase such insurance as is necessary to fully insure the Chief Elected Official Board and indemnify its 20 member counties as identified in this agreement, 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/NEIWDB 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 Northeast Iowa Workforce Development Board and the Chief Elected Official Board members 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. Insurance premiums shall be paid from administrative funds.

10. DESIGNATION OF FISCAL AGENT

WIOA requires the CEOs 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 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/NEIWDB.
- 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/NEIWDB, 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.

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 (CEO and County Auditor) 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. r.

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 THIS CEO (28E) AGREEMENT, ACCEPTED BY THE PARTIES THIS 10th DAY OF AUGUST, 2020:

Allamakee County
Black Hawk County
Bremer County
Buchanan County
Butler County
Cerro Gordo County
Chickasaw County
Clayton County
Delaware County /S/ Jeff Madlom, Chairperson
Dubuque County
 All Ayes

Fayette County
Floyd County
Franklin County
Grundy County
Hancock County
Howard County
Mitchell County
Winnebago County
Winneshiek County
Worth County

Consideration of Quotes for Data Communications Wiring for New Sheriff's Office/Jail Project

Quotes were solicited by the Board of Supervisors for the installation of Data Communications Wiring within the new Sheriff's Office/Jail, as outlined in the approved plans for said project. Chairperson Madlom read the following quotes aloud:

- 1. HiTech Communications - \$24,532.00
- 2. Mainstay Systems, Inc. - \$32,147.00
- 3. Primary Systems - \$32,678.00

Chairperson Madlom requested that final consideration be tabled for one week to allow everyone time to review said quotes.

Motion made by Helmrichs, second by Buschmann and carried to acknowledge receipt of the quotes for Data Communications Wiring within the new Sheriff's Office/Jail Project and to table the final awarding of said quote until August 17, 2020 to allow time for review. All Ayes

Consideration of Bids for Liquid Propane at the Secondary Roads Department and the Conservation Department

This being the date and time set to receive bids for liquid propane at the Secondary Roads Department and the Conservation Department, County Engineer Anthony Bardgett opened the following bids and read them out loud as follows:

	<u>Per Gallon</u>	<u>Secondary Roads Dept</u>	<u>Conservation Dept</u>	<u>Outlying sheds</u>
Mulgrew Oil & Propane	\$.839/gallon	\$16,780.00	\$2,307.25	\$.85/gallon
Demmer Oil Company	\$.87/gallon	\$17,400.00	\$2,392.50	\$.87/gallon
Three Rivers FS Company	\$.88/gallon	\$17,600.00	\$2,420.00	\$.88/gallon
Consolidated Energy Co	\$.939/gallon	\$18,780.00	\$2,582.25	\$.939/gallon

Mr. Bardgett requested that the Board allow him one week to review the bids for accuracy.

Motion made by Buschmann second by Helmrichs and carried to acknowledge receipt of the bids for Liquid Propane at the Secondary Roads and Conservation Departments as read and to table the awarding of said bid until the August 17, 2020 Board meeting. All Ayes

Motion made by Helmricks, second by Buschmann and carried to approve the probationary wage increase for Andy Fensterman, a Secondary Roads employee who has satisfied the terms of his probationary period and is now entitled to a pay increase from 80% of the positions hourly rate (\$20.36) to 90% of the position's hourly rate (\$22.91) based on the positional wage of \$25.45/hour and is being recommended for a change in status to permanent full-time. This increase and status change will be effective August 11, 2020. All Ayes.

Motion made by Buschmann, second by Helmricks and carried to approve the following resolution:

**RESOLUTION NO. 2020-041
BRIDGE EMBARGO**

WHEREAS, The Board of Supervisors is empowered under authority of Sections 321.236 Sub. (8), 321.471 to 321.473 to prohibit the operation of vehicles or impose limitations as to the weight thereof on designated highways or highway structures under their jurisdiction, and

WHEREAS, the Delaware County Engineer has caused to be completed the Structure Inventory and Appraisal of certain bridges according to accepted Bridge Inspection Standards and has determined that the bridges below require a revision to their current load rating,

NOW, THEREFORE, BE IT RESOLVED by the Delaware County Board of Supervisors that the following vehicle and load limits be established and that signs be placed advising of the permissible maximum weight thereof on the bridges listed herein.

FHWA#	TOWNSHIP	SECTION	RECOMMENDED POSTING
140940	Milo	8	One Lane, 19T, 30T, 36T
141760	Delaware	18	One Lane, 12T, 18T, 24T
139921	Hazel Green	24	One Lane, 15T, 25T, 27T

Passed and approved this 10th day of August, 2020.

/S/ Jeff Madlom, Chairperson, Board of Supervisors
Recommended: /S/ Anthony Bardgett, County Engineer
Attest: /S/ Carla Becker, County Auditor
All Ayes

ENGINEER'S REPORT

D22 Paving Project – All work is complete.

Robinson Road Paving Project – All work is complete.

Edge Line Pavement Markings – KamLine has finished all edge line markings throughout the county.

NEXT MEETING –The next regular meeting for the Board is scheduled for Monday August 17, 2020 at 1:15 p.m.

PUBLIC COMMENTS –

Keith Kramer addressed the Board regarding the "Sleep in Heavenly Peace" Chapter within Delaware County. The Delaware County Chapter of "Sleep in Heavenly Peace" is the fourth chapter of said organization in the state of Iowa along with Jones County, Linn County and Polk County. Said organization has over 200 chapters throughout the United States. Even though all children deserve a safe, comfortable place to lay their heads down at night, many of them go without a bed or even a pillow. According to Mr. Kramer, many of them end up sleeping on couches, blankets or floors. If they do have a bed, there may be three or more children per bed.

"Sleep in Heavenly Peace" is a volunteer organization dedicated to building, assembling and delivering beds (or bunk beds) to children and families in need. Mr. Kramer traveled to the State of Idaho to take the training for said organization. On February 29, 2020 he led the first Delaware County team to build 20 beds. Those beds were delivered by May 15, 2020. Since July 2020 the organization has made and delivered another 33 beds. The cost of each bed is approximately \$150 (\$75 for wood and \$75 for the mattress). They also provide the linens, bedding and pillows. Requests are made online. He then reviews the applications (for children ages 3-17) and scores them in order of need. "We have barely scratched the surface regarding the need for beds within our county", stated Mr. Kramer. The Board thanked Mr. Kramer for all that he does for the residents of Delaware County.

Wade Brunzman addressed the Board regarding the intersection of C64 and X49 located on the east side of X49. According to Mr. Brunzman, it is incredibly difficult to see oncoming traffic at this intersection with the corn that is planted in the field. County Engineer Anthony Bardgett stated he would take a look and see if anything needs to be done. The Board thanked Mr. Brunzman for bringing this to their attention.

Motion made by Helmricks, second by Buschmann and carried to adjourn the meeting at 1:55 pm. All Ayes

These minutes have been read and approved for publication.

/S/ Jeff Madlom, Chairperson

/S/ Carla K. Becker, County Auditor