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28E Agreement Review

Cedar Rapids Civil Rights Commission
January 21, 2015



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28E Agreement

Issue

Due to several consecutive staff changes in the past three years and the establishment of the Marion Commission in 2014, the Cedar Rapids Civil Rights Commission (“CRCRC”) has determined it should provide additional guidance for services it will render under the 28E Agreement.



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28E Agreement

Background

- On February 12, 2012, a 28E Agreement was executed between the City of Cedar Rapids and the City of Marion.
- The Cedar Rapids Civil Rights Commission was contracted to perform professional services for the Marion Commission. There have been several staff changes within CRCRC since the agreement was executed in 2012.
- The current Executive Director, LaSheila Yates, began working with CRCRC on August 27, 2014.
- As part of the onboarding process, she wanted to better understand how to operationalize the 28E Agreement, as well as establish a billing system.



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28E Agreement

Scope of Services

- The Cedar Rapids Commission will provide professional services to the Marion Commission through a contractual relationship and provide the following services as available and warranted:
 - Determination of Complaints
 - Investigation of cases under Marion's jurisdiction
 - Technical and professional support for Marion's Commission meetings
 - Educational Outreach



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Financing

- A lump sum of \$5,000 per year is provided to CRCRC from the Marion Civil Rights Commission to cover the cost of setup. This includes:
 - Rules of Practice
 - Standard Operating Procedures
 - Commission Charters
 - Conducting mutually beneficial public education functions



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Financing

- CRCRC will charge 125% of the wage rate for staff that include but is not limited to the following:
 - Determination of complaints
 - Investigation of cases
 - Meeting attendance
 - Meeting preparation
 - Educational outreach activities
- The CRCRC currently has two temporary positions that are grant funded. The Executive Director may utilize the individuals in those positions to perform such services. When this occurs, Marion will not be billed for services provided by these positions.



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Termination of the Agreement

- Either party also has the option to terminate the agreement upon at least 90 days' notice and through City Council action.

Further Considerations

- The current hourly billable rate pursuant to the 28E Agreement is 125% of the wage rate, which does not fully cover the actual costs under a true rate model.
- CRCRC can provide additional information regarding this matter if the Marion Commission pursues future amendments to the agreement.



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Work Plan and Next Steps

<u>Activity</u>	<u>Start Date</u>	<u>End Date</u>
1. Executive Director notified of 28E Agreement between City of Cedar Rapids and City of Marion.	9/3/14	9/3/14
2. Executive Director initial review of Agreement.	9/3/14	9/10/14
3. Executive Director submitted agreement to various departments for review beginning September 2014.	9/10/14	11/18/14
4. Ongoing review of agreement with CRCRC and Marion Commissions as warranted.	9/25/14	Ongoing
5. Initial hourly billing rates submitted to CRCRC and Marion Commission Chair	11/19/14	11/19/14
6. Initial draft billing for October 2014 presented to Marion Executive Committee for review.	11/19/14	11/19/14
7. Initial draft billing for October 2014 reviewed with Cedar Rapids Civil Rights Finance Committee.	11/19/14	11/19/14
8. Continue to review monthly billing with Marion Commission's Executive Committee.	11/19/14	Ongoing



Recommendation

Staff recommends approval of the memo dated December 18, 2014 that provides general guidance for services provided to the Marion Civil Rights Commission by the Cedar Rapids Civil Rights Commission pursuant to a 28E Agreement between the City of Cedar Rapids and the City of Marion.