

BOARD OF SUPERVISORS

District 1 | **Stacey Walker**

District 2 | **Ben Rogers**

District 3 | **Brent Oleson**

JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER

935 2ND ST. SW

CEDAR RAPIDS, IA 52404

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

LinnCounty.org



**LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA**

Monday, April 22, 2019

10 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.

Discuss a Vacancy Form requesting a Nurse Practitioner for Public Health

Discuss a renewal of a software Enterprise Agreement #341100 between Environmental Systems Research Institute, Inc. (ESRI) and Linn County to extend the GIS software licensing through July 9, 2022

Discuss A Resolution Permitting Prospect Meadows, Inc. to Renew its Sublease on Leased Ground to be Farmed for the 2019 Crop Year

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

Legislative Update

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@linncounty.org.

LINN COUNTY HUMAN RESOURCES DEPARTMENT
JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER
935 2ND ST. SW
CEDAR RAPIDS, IA 52404
PH: 319-892-5120 | FAX: 319-892-5129

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APR 10 2019

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LINN COUNTY
HUMAN RESOURCES

VACANCY FORM

SELECT ONE:

NEW POSITION

REPLACEMENT

REPLACES: _____

SELECT ONE:

NEW JOB CLASSIFICATION

EXISTING JOB CLASSIFICATION

JOB TITLE: Nurse Practitioner

DEPARTMENT: Linn County Public Health

SHIFT/HOURS: 8:00 AM - 4:30 PM

VACANCY DATE: _____

NUMBER OF POSITIONS: 1

REASON TO ADD NEW POSITION (if applicable):

BUDGET OFFER

GRANT FUNDING

OTHER: Already in existing salary dollars.

NEW POSITION FUNDING SOURCE(S):

POST TO INSIDE: YES NO

ADVERTISE: YES NO

IF NO, GIVE EXPLANATION (i.e. not filling due to operational needs): _____

POSITION TYPE:

FULL-TIME PART-TIME ____ # of hours/week TEMPORARY/SEASONAL

ON-CALL/SUBSTITUTE GRANT-FUNDED

BARGAINING UNIT: Clerical Maintenance Para Professional Professional

Attorneys Conservation Sergeants PPME

NON-BARGAINING UNIT (Management and Confidential Employees)

APPROVED BY: [Signature]
DEPARTMENT HEAD (original signature required)

4-9-19
DATE

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: _____ STARTING SALARY: _____

HR DIRECTOR COMMENTS: Lisa D. Powell

FINANCE/BUDGET DIRECTOR COMMENTS: _____

APPROVED BY: _____
HUMAN RESOURCES DIRECTOR

DATE 4/15/19

APPROVED BY: [Signature]
FINANCE/BUDGET DIRECTOR

DATE

APPROVED BY: _____
CHAIRPERSON/BOARD OF SUPERVISORS

DATE

Enterprise Agreement



Enterprise Agreement No. 341100

This Enterprise Agreement, including the documents listed below ("EA"), is between **County of Linn, ("County")**, with its main offices located at 1240 26th Avenue Court SW, Cedar Rapids, Iowa 52404, and **Environmental Systems Research Institute, Inc. ("Esri")**, with an Effective Date of July 10, 2019. This EA provides for the licensing and Deployment of certain EA Products, delivery of EA Maintenance, and provision of Esri User Conference registrations and any additional services as specified herein.

This EA is composed of the following documents, which are incorporated herein by reference:

1. Enterprise Agreement signature page(s)
2. Enterprise License Terms and Conditions, including
 - Appendix A—Products and Deployment Schedule
 - Appendix B—EA Fee Schedule
 - Appendix C—County Annual Deployment Report
 - Appendix D—EA Points of Contact
 - Appendix E—Tier 1 Help Desk Authorized Individuals
3. License Agreement - found at <http://www.esri.com/legal/software-license>

The parties acknowledge that they have read and understand this EA and agree to be bound by the terms and conditions contained herein.

This EA constitutes the sole and entire agreement of the parties as to the subject matter set forth herein and supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to such subject matter. Any modifications or amendments to this EA must be in writing and signed by an authorized representative of each party.

ACCEPTED AND AGREED:

COUNTY OF LINN, IOWA
(County)

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(Esri)

By: _____
Authorized Signature

By: _____
Authorized Signature

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

ENTERPRISE AGREEMENT TERMS AND CONDITIONS

ARTICLE 1—DEFINITIONS

All definitions in other parts of the EA will have the same meaning in this Enterprise Agreement Terms and Conditions. In addition, the following definitions apply to the EA:

- "Case(s)" means a failure of Products to operate according to the Documentation where such failure substantially impacts operational or functional performance.
- "Customer(s)" means County. For avoidance of doubt, the definition of Customer will not include consultants or contractors. Customer(s) must not include persons or entities ineligible to receive or have access to Esri products or services by operation of law, including US export control laws, decrees, orders, rules, regulations, policies, riders, conditions, or provisos.
- "Deploy," "Deployment," or "Deployed" means to redistribute, or the redistribution of, the EA Products (and their related keycodes/registration files), or their having been redistributed, by County during the term of this EA for installation and use by Customer.
- "EA Fee" means the fee set forth in Appendix B—EA Fee Schedule.
- "EA Maintenance" means Tier 2 Support, updates, and patches provided by Esri for EA Products and Rolled-In Software.
- "EA Products" means the Products identified in Tables A-1 and A-2 of Appendix A—Products and Deployment Schedule. EA Products do not include unit-priced item(s) or Esri technology that may be embedded in third-party products purchased by Customer.
- "Effective Date" means the date the EA commences and the start date for all licenses, regardless of when an Ordering Document is provided by Customer.
- "License Agreement" means the applicable master agreement incorporated by this reference that is (i) found at <http://www.esri.com/legal/software-license> and available in the installation process requiring acceptance by electronic acknowledgment, or (ii) a signed license agreement between Esri and Customer that supersedes such electronically acknowledged license agreement.
- "Rolled-In Software" means Products of the same type as EA Products that Customer acquired for use prior to the Effective Date, that are current on paid maintenance (as shown in Esri's customer service records), and that receive EA Maintenance during the term of the EA.
- "Technical Support" means a process to attempt to resolve reported Case(s) through error correction, patches, hot fixes, and workarounds; replacement deliveries; or any other type of Product corrections or modifications specified in the most current applicable Esri Maintenance and Support Program.
- "Tier 1 Help Desk" means County's point of contact from which all Tier 1 Support will be given to Customer.
- "Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk as the primary contact to Customer in the attempted resolution of reported Case(s).
- "Tier 2 Support" means the Technical Support provided by Esri to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

ARTICLE 2—GRANT OF LICENSE

2.1 Grant of License. During the term of this EA, Customer's use of the EA Products is subject to the License Agreement and any additional terms set forth in this EA. Rolled-In Software will be licensed in accordance with the License Agreement.

2.2 Beta License. Beta licenses are not available under this EA as EA Products.

2.3 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the EA Products exclusively for Customer's benefit. Customer shall be solely responsible for compliance by consultants and contractors with this License Agreement and shall ensure that the consultant or contractor discontinues use of EA Products upon completion of work for Customer. Access to or use of EA Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install EA Products on consultant, contractor, or third-party computers or remove EA Products from Customer locations except for the purpose of hosting the EA Products on contractor servers for the

benefit of Customer. Consultant or contractors must not include persons or entities ineligible to receive or have access to Esri products or services by operation of law, including US export control laws, decrees, orders, rules, regulations, policies, riders, conditions, or provisos.

ARTICLE 3—SCOPE OF USE

3.1 Additional Permitted Uses. For the term of the EA, County may copy and Deploy the EA Products to Customers up to the quantities of licenses granted in Appendix A. No other Customer has a right to copy (except as permitted in the License Agreement) or Deploy the EA Products. County may transfer, redistribute, or Deploy the EA Products within the continental United States; Hawaii; Alaska; and US territories, excluding Puerto Rico and the US Virgin Islands.

3.2 Uses Not Permitted

- a. Customer shall not use the EA Products outside the United States or its territories or possessions without the prior written permission of Esri and agreement on additional fees, if any. Any such export will be subject to US Export Control Regulation requirements of the License Agreement.
- b. Customer shall not transfer, redistribute, or assign EA Products to any third party without the prior written permission of Esri.

3.3 Additional Restrictions Applicable to EA and License Agreement. A new or additional Eligible Agency may not be added as an EA participant or Customer without the express prior written approval of Esri. Addition of an Eligible Agency may result in an increase in the EA Fee.

ARTICLE 4—MAINTENANCE

4.1 EA Maintenance. EA Maintenance is included in the EA Fee. Rolled-In Software and EA Products will receive EA Maintenance, provided that standard maintenance is available for each item. EA Maintenance includes benefits specified in the most current applicable Esri Maintenance and Support Program document (found at www.esri.com/legal) as modified by this Section 4.1.

a. Tier 1 Support Provided by County

- (1) The Tier 1 Help Desk will provide Tier 1 Support to all Customers.
- (2) The Tier 1 Help Desk will use analysts fully trained in the Products they are supporting.
- (3) At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
- (4) Tier 1 Support analysts will be the initial points of contact for all questions and Case(s). Tier 1 Support analysts shall obtain a full description of each reported Case and the system configuration from Customer. This may include obtaining any customizations, code samples, or data involved in the Case. The analyst may also use any other information and databases that may be developed to satisfactorily resolve Case(s).
- (5) If the Tier 1 Help Desk cannot resolve a Case, an authorized Tier 1 Help Desk individual may contact Esri for Tier 2 Support. The Tier 1 Help Desk shall provide support in such a way as to minimize repeat calls and make solutions available to Customer.
- (6) County may assign named Tier 1 Help Desk individuals up to the quantity listed in Appendix B. These individuals will be identified in Appendix E and will be the only individuals (callers) authorized to contact Esri directly for Tier 2 Support.

b. Tier 2 Support Provided by Esri

- (1) Esri shall log the calls received from Tier 1 Help Desk individuals.
- (2) Esri shall review all information collected by and received from Tier 1 Help Desk individuals including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.

- (3) Esri may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.
- (4) Esri shall attempt to resolve Case(s) submitted by Tier 1 Help Desk by assisting the Tier 1 Help Desk individuals and not Customer.
- (5) When a Case is resolved, Esri shall communicate the information to the Tier 1 Help Desk individuals, and the Tier 1 Help Desk shall disseminate the resolution to Customer.
- (6) Esri may, at its sole discretion, make patches, hot fixes, or updates available for downloading from Esri's website or, if requested, deliver them on media.

ARTICLE 5—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT REPORT

5.1 Purchase Orders, Invoicing, Delivery, and Deployment

- a. Esri does not require County to issue purchase orders and will invoice County upon the Effective Date of the EA and annually thereafter in accordance with the fee schedule set forth in this EA. County may submit purchase orders in accordance with its own process requirements. If County issues purchase orders, then County will submit its initial purchase order upon execution of this EA and any subsequent purchase order at least thirty (30) days before the anniversary date. Invoices will be due and payable within thirty (30) days of invoice.
- b. Any purchase orders that County issues will reference, incorporate, and be subject to the terms and conditions of this EA. Additional or conflicting terms in any purchase orders, invoices, or other documents exchanged during the ordering process, other than the terms of this EA, Product or Service descriptions, quantities, pricing, and delivery instructions, are void and of no effect. County will process all orders and deliveries pertaining to this EA through County's centralized point of contact.
- c. County will include the following information in each purchase order:
 - (1) Esri customer number, the ship-to address, and bill-to address as identified in Appendix D.
 - (2) Purchase order number.
 - (3) Applicable annual payment due and name of Customer.
 - (4) On the face of the purchase order, the following printed statement: "Governed by and subject to Enterprise Agreement No. 341100."
- d. Esri will provide Authorization Codes to activate the nondestructive copy protection program that enables County to download, operate, or allow access to the EA Products listed in Appendix A.
- e. Delivery of updates/new versions of EA Products will be made in the same manner. If requested by County, Esri will deliver a limited number of sets of backup media as provided in Appendix B to the ship-to address identified in Appendix D—EA Points of Contact, FOB destination with shipping charges prepaid. County may purchase additional backup media sets at the prices in effect at the time of purchase. Delivery or receipt of tangible media could cause prior and future license fees to be subject to taxes. Esri may invoice for and County agrees to pay any such sales or use tax associated with receipt of tangible media.
- f. County shall track the Deployment status of EA Products.

5.2 Annual Report of Deployments. At each anniversary date and ninety (90) days prior to the expiration date of this EA, County shall provide a written report, as set forth in Appendix C, to Esri detailing all Deployments made, including preexisting and Rolled-In Software. The report will be subject to audit by an authorized representative of Esri.

5.3 Esri User Conference Registration. Esri shall provide Esri User Conference registrations to County annually during the term of this EA in the quantities set forth in Appendix B. County is responsible for distributing the registrations to Customers. Third parties may not represent or attend on behalf of County at any Esri User Conference.

ARTICLE 6—POINTS OF CONTACT; NOTICES

6.1 Points of Contact. In Appendix D, each party shall identify points of contact for administrative and technical issues.

6.2 Legal Notices. Except as otherwise set forth in this EA, any notice, report, demand, or other communication will be made in writing in English; sent by courier, registered or certified airmail, or facsimile or other electronic transmission; and confirmed when sent by courier or by registered or certified airmail, properly addressed to the appropriate party at the address set forth below, until changed by notice in writing by either party hereto. If sent by courier or airmail, notice will be effective upon the earlier of confirmed receipt or seven (7) days from the date of deposit with the courier service or post office. If sent by electronic transmission, notice will be effective one (1) business day from the date of transmission, provided confirmation of receipt is made. Notices will be given at the following addresses:

To: Esri
380 New York Street
Redlands, CA 92373-8100
Attn.: Manager, Contracts and Legal
Fax: 909-307-3020
Email: legalnotices@esri.com

To: County
as listed in Appendix D

ARTICLE 7—TERM, TERMINATION, AND EXPIRATION

7.1 Term. The term of the EA will commence on the Effective Date and be for the period listed in Appendix B unless this EA is terminated earlier as provided herein.

7.2 Termination for a Material Breach; Convenience. Esri may terminate this EA for a material breach by Customer. Customer will be given a period of thirty (30) days from date of written notice to cure any material breach. Upon termination of this EA by Esri for a material breach by Customer, all licenses Deployed will also terminate, and the full amount of unpaid EA Fees will be due and payable by County within thirty (30) days from the date of termination. Customers shall uninstall, remove, and destroy all EA Products; training materials; and any whole or partial copies, modifications, or merged portions in any form. County shall deliver evidence of such destruction to Esri (e.g., certification letter). Customer may continue to use Rolled-In Software, provided Customer complies with the terms and conditions of the License Agreement. Further, Esri agrees that Customer is not required to pay a maintenance reinstatement fee for lapsed maintenance for Rolled-In Software if Customer orders maintenance at time of EA termination. Other items that may be included in this EA—such as EEAP, Esri Virtual Campus annual user license, access codes, Virtual Campus dollar credits, and Esri User Conference registrations—will also terminate if this EA is terminated. This EA may not be terminated for convenience.

7.3 License Term and Use upon Expiration of EA Term. Upon full payment of EA Fee and expiration of this EA, the License Agreement will survive, and Customer may continue to use the Deployed EA Products and Rolled-In Software in accordance with the terms and conditions set forth in the License Agreement. Customer shall notify Esri of the quantity and type of licenses for which Customer elects to purchase standard maintenance. If maintenance is not ordered for Rolled-In Software or EA Products upon expiration of the EA, it lapses. If, at a later date, Customer decides to reinstate maintenance, Customer must pay maintenance reinstatement fees from the date of EA expiration (i.e., back maintenance fees). County shall not Deploy additional copies of the EA Products beyond the quantities in use upon termination or as of the date of expiration.

ARTICLE 8—CONFIDENTIALITY

8.1 Esri Confidential Information. Certain terms and conditions of this EA are confidential and proprietary information of Esri. Except as provided herein, County shall not publish or disclose the EA (or contents) to any third party without Esri's prior written consent. County may disclose portions or all of this EA to any third party. Disclosure may be made only to those County employees, contractors, or consultants of Customer (e.g., outside counsel or accountants) who have a need to know to perform their duties or work on behalf of Customer, and have an obligation of confidentiality. No other portions of the EA may be disclosed to a contractor or consultant.

To the extent that any such disclosures may be required by law (such as an open/public records request), County shall inform Esri of the requested disclosure, with a reasonable description of the requested disclosure and identification of the requester, in sufficient time for Esri to assert any objection Esri may have to such disclosure with the appropriate administrative or judicial body.

ARTICLE 9—RELATIONSHIP OF THE PARTIES

The EA does not constitute a partnership, joint venture, or agency between Esri and County. Neither Esri nor County will hold itself out as such, nor shall Esri or County be bound or become liable because of any representation, action, or omission of the other.

ARTICLE 10—FORCE MAJEURE

If the performance of any obligation under this EA is prevented, restricted, or interfered with by reason of fire, flood, earthquake, explosion, or other casualty or accident; strikes or labor disputes; inability to procure or obtain delivery of parts, supplies, or power; war; threat of or actual terrorist act, cyber attack, or other violence; any law, order, proclamation, regulation, ordinance, demand, or requirement of any government agency; or any act or condition whatsoever beyond the reasonable control of the affected party, the party so affected, upon giving prompt notice to the other party, will be provided a temporary extension for a period of time as may be reasonably necessary to allow for such delay, prevention, interference, or restriction.

ARTICLE 11—GIS STANDARD

County shall officially name Esri as its GIS standard and act as a reference for other Esri customers and potential customers as long as the EA remains in effect. This EA will not be construed or interpreted as an exclusive dealings agreement, and County reserves the right to purchase from third parties any of their requirements for GIS software or related services.

County agrees that Esri may publicize the existence of the EA.

ARTICLE 12—ADMINISTRATIVE REQUIREMENTS

12.1 Esri Partner Original Equipment Manufacturer (OEM) Bundled or Embedded Items/Services. Certain Esri partners are authorized to either embed limited portions of Esri technology or bundle Esri products or services with the partner's application or service under Esri's OEM or Solution OEM programs. Partner pricing and product bundling is independent of this EA, and each partner markets under its own business model and pricing. Customer shall not be entitled to or seek any discount from the OEM partner or Esri, directly or indirectly, as a result of or based on the availability of such Products as EA Products under this EA. Customer shall not be entitled to or seek to decouple Esri's technology or products/services from the partner's bundle or solution. In addition, such Products or any component thereof included in the OEM software program or product, will be licensed through the license agreement provided by the OEM partner and not through this EA.

12.2 EA Products—Limited Quantity or Unit-Priced Items. Esri reserves the right to exclude new Products from uncapped Deployment. New Products may contain or be developed with (i) newly acquired technology obtained through a significant investment or (ii) third-party intellectual property that requires a unit-based royalty fee or prohibits Deployment under a site or enterprise license. Such items can be made available to County on a limited-quantity basis or as unit-priced items.

12.3 Obsolescence. During the term of this EA, some of the items listed in Appendix A may become obsolete, will no longer be commercially offered, or may no longer be available for Deployment. Customer may continue to use EA Products that have been Deployed, but support and upgrades for older items may not be available. EA Maintenance and maintenance and availability of EA Products identified in Appendix A will be subject to each item's Product Life Cycle Support Status, which can be found at <http://support.esri.com/en/content/productlifecycles> by selecting the product type and clicking the Product Life Cycle link for specific product plans. Esri's Product Life Cycle Support Policy, available at <http://help.arcgis.com/en/shared/product-life-cycle/ProductLifeCycle.pdf>, covers the support phases and overall support plans.

ARTICLE 13—GENERAL PROVISIONS

13.1 If there is a conflict among any of the terms and conditions in the various documents, the order of descending precedence will be as follows: (1) Signature Page, (2) Enterprise License Terms and Conditions, (3) License Agreement. If Customer subscribes to the Esri Enterprise Advantage Program (EEAP), the EEAP terms and conditions take precedence over the provisions of this EA with respect to products or services provided under EEAP. Except as otherwise expressly provided herein, any amendment or Addendum to this EA must be in writing and signed by an authorized representative of each party.

13.2 Survival of Certain EA Clauses. The provisions of Section 2.4 and Article 8 of this Enterprise License Terms and Conditions document will survive the expiration or termination of this EA.

**APPENDIX A
PRODUCTS AND DEPLOYMENT SCHEDULE**

County may Deploy the EA Products up to the total quantity of licenses indicated below to Customer during the term of this EA.

**Table A-1
EA Products—Uncapped Quantities**

Product	Total Qty. to Be Deployed
ArcGIS Desktop: ArcGIS Desktop Advanced, Standard, and Basic (Single & Concurrent Use)	Uncapped
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Data Reviewer, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Publisher, ArcGIS Schematics, ArcGIS Spatial Analyst, and ArcGIS Workflow Manager (Single & Concurrent Use)	Uncapped
ArcGIS Enterprise: ArcGIS Enterprise and Workgroup (Advanced and Standard)	Uncapped
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Spatial Analyst, and ArcGIS Workflow Manager	Uncapped
ArcGIS GIS Server: Advanced, Standard, Basic	Uncapped
ArcGIS Enterprise Additional Capability Servers: ArcGIS Image Server, ArcGIS GeoEvent Server	Uncapped
Mapping and Charting solutions: Esri Production Mapping for Desktop	Uncapped

**Table A-2
EA Products—Capped Quantities**

Item	Rolled-In Qty. (if applicable)	Qty. to Be Deployed	Total
ArcGIS Data Interoperability for Desktop Extension (Concurrent Use)	1	-	1
ArcPad	5	-	5
Esri Developer Annual Subscription: Professional Level	-	1	1
Community Analyst Term License for use with ArcGIS Online	-	5	5
ArcGIS Monitor Term License	-	2	2
Insights for ArcGIS Enterprise Term License	-	5	5

Product	Number of Subscriptions	Named Users per Subscription	Annual Credits per Subscription
ArcGIS Online Subscription: Organizational	1	20 (level 2)	10,000
ArcGIS Enterprise Named Users	-	80 (level 2)	-

**APPENDIX B
EA FEE SCHEDULE**

The EA Fee is \$375,000. The EA Fee is in consideration of the EA Products, EA Maintenance, and Esri User Conference registrations.

	Year 1 July 10, 2019 – July 9, 2020	Year 2 July 10, 2020 – July 9, 2021	Year 3 July 10, 2021 – July 9, 2022	EA Fee
Payments	\$120,000	\$125,000	\$130,000	\$375,000

Number of Esri User Conference Registrations per Year	5
Number of Tier 1 Help Desk Callers That May Contact Esri for Tier 2 Support	5
Number of Sets of Backup Media, if Requested	3
Term of EA	Three (3) Years from Effective Date (July 10, 2019 – July 9, 2022)

**APPENDIX D
EA POINTS OF CONTACT**

Either party may change its point of contact by written notice to the other party.

1. Esri point of contact for order processing issues:

Name: Customer Service
Esri
380 New York Street
Redlands, CA 92373-8100
Email: service@esri.com
Phone: 888-377-4575
Fax: 909-307-3083

2. Esri contact for Tier 2 Support issues:

MyEsri: <http://my.esri.com>
Phone: 909-793-3774 (within the United States only)
Fax: 909-792-0960
Web: <http://support.esri.com>

3. County centralized point of contact for order release and administrative issues:

Name: Jason Siebrecht
Email: jason.siebrecht@linncounty.org
Phone: (319) 892-5275
Fax: _____

4. All invoices to County will be mailed to the address listed below (unless otherwise stated on the purchase order):

County Office: Linn County Information Technology
Name: Jason Siebrecht
Address: 1240 26th Ave Court SW
Cedar Rapids, IA 52404

5. All deliverables to County will be shipped to the address listed below:

County Office: Linn County Information Technology
Name: Jason Siebrecht
Address: 1240 26th Ave Court SW
Cedar Rapids, IA 52404

6. All notices to County will be mailed to the address listed below:

County Office: Linn County Information Technology
Name: Jason Siebrecht
Address: 1240 26th Ave Court SW
Cedar Rapids, IA 52404

APPENDIX E

TIER 1 HELP DESK AUTHORIZED INDIVIDUALS

Below are named Tier 1 Help Desk individuals authorized to seek Tier 2 Support from Esri. Substitutes/Changes to Tier 1 Help Desk authorized individuals may be made by written notice to Esri.

1. Name: Jason Siebrecht
Address: 1240 26th Ave Court SW
Cedar Rapids, IA 52404
Phone: (319) 892-5275
Fax: _____
Email: jason.siebrecht@linncounty.org
2. Name: Matt Boyle
Address: 1240 26th Ave Court SW
Cedar Rapids, IA 52404
Phone: (319) 892-5250
Fax: _____
Email: Matthew.Boyle@linncounty.org
3. Name: Peter Konrad
Address: 1240 26th Ave Court SW
Cedar Rapids, IA 52404
Phone: (319) 892-5250
Fax: _____
Email: Peter.Konrad@linncounty.org
4. Name: Dylan Nielsen
Address: 1240 26th Ave Court SW
Cedar Rapids, IA 52404
Phone: (319) 862-5250
Fax: _____
Email: Dylan.Nielsen@linncounty.org
5. Name: Phil Lowder
Address: 1240 26th Ave Court SW
Cedar Rapids, IA 52404
Phone: (319) 892-5250
Fax: _____
Email: Phil.Lowder@linncounty.org

RESOLUTION NO. 2019 – 4 –

A RESOLUTION PERMITTING PROSPECT MEADOWS, INC. TO RENEW ITS SUBLEASE ON LEASED GROUND TO BE FARMED FOR THE 2019 CROP YEAR

WHEREAS, Linn County leases 121 acres more or less to Prospect Meadows, Inc. for the creation and management of a baseball/softball facility (“Facility”) under a lease dated February 8, 2012, and concerning the following property in Linn County, Iowa:

That part of the N 1/2 of Section 16, T84N, R6W lying Easterly of the public highway except the public roads, the Abbe Center and the former Linn County Juvenile Detention Center building and grounds, the barn and other out buildings, and the Linn County Engineering-Conservation building and grounds.

and,

WHEREAS, Prospect Meadows, Inc. requested permission to renew its sublease on any or all of the subject property for crop and/or pasture ground to make the best use of the ground until construction of the Facility is complete.

BE IT THEREFORE RESOLVED by the Linn County Board of Supervisors, this date met in lawful session, that:

1. Prospect Meadows, Inc. may enter into a sublease(s) of any or all of the subject property for the 2019 crop/pasture year.
2. Prospect Meadows, Inc. is responsible for any costs or liabilities incurred including real property taxes accruing against the property from March 1, 2019 until such time as the property qualifies for exemption from real property tax.

PASSED AND APPROVED this 24th day of April 2019.

LINN COUNTY BOARD OF SUPERVISORS

Stacey Walker, Chair

Ben Rogers, Vice Chair

Brent Oleson, Supervisor

Aye: _____ Nay: _____ Abstain: _____

ATTEST:

Joel Miller, Linn County Auditor

I, Joel Miller, Linn County Auditor, certify that at a regular meeting of the Linn County Board of Supervisors the foregoing resolution was duly adopted by a vote of:

_____Aye _____Nay _____ Abstain and _____Absent from Voting.