LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA
Wednesday, March 27, 2019
10 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
Resolution to authorize road closures for road projects anticipated to be completed in 2019.

A Resolution Declaring Surplus County Property and Authorizing its Disposal relating to the transfer of title for a 2001 Ford E450 bus used by Linn County LIFTS, from Linn County to the East Central Iowa Council of Governments [ECICOG].

Resolution to adopt the Linn County Multi-Jurisdictional Hazard Mitigation Plan 2019.

Resolution approving Final Plat for Ivanhoe Road Second Addition, Case JF18-0016.

Contract and Agreements

Licenses & Permits
Approve Liquor License for Casey’s General Store #2789, 888 Vernon Valley Dr., noting all conditions have been met.

Approve Class B Beer Permit for the Gardner Golf Course, 5101 Golf Course Rd., noting all conditions have been met.

Approve Class B Beer Permit for Bass Farms, 1325 Hwy 30, noting all conditions have been met.
Regular Agenda

Discuss and Decide on Consent Agenda

Minutes
Discuss and decide on meeting minutes.

Proclamation: Child Abuse Prevention Month—April 2019
Proclamation: Week of the Young Child—April 8 – 12, 2019
Proclamation: Sexual Assault Awareness Month—April 2019
Proclamation: National County Government Month—April 2019

Discuss and decide on Professional Services Agreement with 21Tech to provide project management and consulting services for the data extract of Aumentum data for Linn County, with an estimated cost of $5,000 to determine the level of effort and $100,000 for full extraction of the data.

Discuss and decide on a proposal from Amperage Marketing & Fundraising to conduct communications planning.

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.

Claims
Discuss and decide on claims.

Board Member Reports

Legislative Update

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@linncounty.org.
RESOLUTION #

AUTHORIZE ROAD CLOSURES FOR CONSTRUCTION

WHEREAS, construction work will begin on various Linn County projects, and WHEREAS, projects on the following list are expected to be under construction during 2019:

<table>
<thead>
<tr>
<th>PROJECT NUMBER</th>
<th>PROJECT DESCRIPTION</th>
</tr>
</thead>
<tbody>
<tr>
<td>BROS-SWAP-C057(139) - FE-57</td>
<td>Bridge replacement on Jordans Grove Rd over Wapsipinicon River</td>
</tr>
<tr>
<td>LOST-EAST POST RD(20)</td>
<td>HMA paving on East Post Rd from Fox Meadow Dr to Cottage Grove Woods</td>
</tr>
<tr>
<td>LOST- PRAIRIEBURG RD(20)</td>
<td>PCC paving on Prairieburg Rd from Monticello Rd to city of Prairieburg</td>
</tr>
<tr>
<td>LOST- MONTICELLO RD(20)</td>
<td>PCC paving on Monticello Rd from Prairieburg Rd to the Linn-Jones line</td>
</tr>
<tr>
<td>LOST-BOY-SCOUTS RD(20)</td>
<td>HMA paving on Boy Scouts Rd and Duck Pond Rd from Sawyer Rd to Waubeek</td>
</tr>
<tr>
<td>L-WALKER RD(20)</td>
<td>Grading and culvert extensions on Walker Rd from city of Walker to Troy Mills Rd</td>
</tr>
<tr>
<td>M-ROLLING ACRES RD</td>
<td>Rock overlay on portions of Rolling Acres Rd</td>
</tr>
<tr>
<td>M-QUALITY RIDGE RD</td>
<td>Rock overlay on portions of Quality Ridge Rd</td>
</tr>
<tr>
<td>M-SUTTON/SEVEN HILLS RD</td>
<td>Rock overlay on portions of Sutton Rd &amp; Seven Hills Rd</td>
</tr>
<tr>
<td>M-N MARION RD</td>
<td>Rock overlay on portions of North Marion Rd</td>
</tr>
<tr>
<td>M-TROY MILLS RD</td>
<td>Rock overlay on portions of Troy Mills Rd</td>
</tr>
<tr>
<td>M-MCVAY RD</td>
<td>Rock overlay on portions of McVay Rd</td>
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<tr>
<td>M-GIBNEY RD</td>
<td>Rock overlay on portions of Gibney Rd</td>
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<tr>
<td>M-LINN-BENTON RD</td>
<td>Rock overlay on portions of Linn-Benton Rd</td>
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<tr>
<td>M-MORGAN BRIDGE RD SW</td>
<td>Rock overlay on portions of Morgan Bridge Rd SW</td>
</tr>
<tr>
<td>M-E CEMETERY RD</td>
<td>Rock overlay on portions of E Cemetery Rd</td>
</tr>
<tr>
<td>M-OLD BRIDGE RD</td>
<td>Rock overlay on portions of Old Bridge Rd</td>
</tr>
<tr>
<td>M-70° AVE SW/ TISSEL HOLLOW/MAPLE GROVE RDS</td>
<td>Rock overlay on portions of 70° Ave SW, Tissel Hollow Rd &amp; Maple Grove Rd</td>
</tr>
<tr>
<td>M-ST PATRICKS RD</td>
<td>Rock overlay on portions of St Patricks Rd</td>
</tr>
<tr>
<td>M-MIDWAY/ST PETERS/E OTTER/ARABIAN RDS</td>
<td>Rock overlay on portions of Midway Rd, St Peters Rd, E Otter Rd &amp; Arabian Rd</td>
</tr>
<tr>
<td>M-OLD QUAA RD</td>
<td>Rock overlay on portions of Old Quaa Rd</td>
</tr>
<tr>
<td>M-MCNEAL RD</td>
<td>Rock overlay on portions of McNeal Rd</td>
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<tr>
<td>M-ALDERMAN RD</td>
<td>Rock overlay on portions of Alderman Rd</td>
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<tr>
<td>M-SPRINGVILLE RD</td>
<td>Rock overlay on portions of Springville Rd</td>
</tr>
<tr>
<td>M-AUSTIN RD</td>
<td>Rock overlay on portions of Austin Rd</td>
</tr>
<tr>
<td>M-JORDANS GROVE RD</td>
<td>Rock overlay on portions of Jordans Grove Rd</td>
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<tr>
<td>M-BIG SPRINGS RD</td>
<td>Rock overlay on portions of Big Springs Rd</td>
</tr>
<tr>
<td>M-GRAECY/LINN-JONES RDS</td>
<td>Rock overlay on portions of Gracey Rd &amp; Linn-Jones Rd</td>
</tr>
<tr>
<td>M-PARALTA/CREEKSID RDS</td>
<td>Rock overlay on portions of Paralta Rd &amp; Creekside Rd</td>
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<tr>
<td>M-BLOOMINGTON/O’CONNOR RDS</td>
<td>Rock overlay on portions of Bloomington Rd &amp; O’Connor Rd</td>
</tr>
<tr>
<td>M-BERRY RD SE</td>
<td>Rock overlay on portions of Berry Rd SE</td>
</tr>
<tr>
<td>M-IRISH LN</td>
<td>Rock overlay on portions of Irish Ln</td>
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<tr>
<td>M-HOOSIER RD</td>
<td>Rock overlay on portions of Hoosier Rd</td>
</tr>
<tr>
<td>M-MCCLELLAND/SAILOR/CLEAR CREEK RDS</td>
<td>Rock overlay on portions of McClelland Rd, Sailor Rd &amp; Clear Creek Rd</td>
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<tr>
<td>M-PLEASANT HILL RD</td>
<td>Rock overlay on portions of Pleasant Hill Rd</td>
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<tr>
<td>M-JANSA RD</td>
<td>Rock overlay on portions of Jansa Rd</td>
</tr>
<tr>
<td>IVANHOE RD</td>
<td>Seal coat on Ivanhoe Rd from Jappa Rd to Holly Dr</td>
</tr>
<tr>
<td>ROSEDALE/DOWNS/ABBOTSFORD RDS/</td>
<td>Seal coat on Rosedale Rd, Downs Rd, Abbotsford Rd,</td>
</tr>
<tr>
<td>COTTAGE GROVE PKWY/INNES WAY</td>
<td>Cottage Grove Pkwy &amp; Innes Way</td>
</tr>
<tr>
<td>S 22ND STS PARKRIDGE RD/SKYVIEW DR</td>
<td>Seal coat on S 22nd St, S Parkridge Rd &amp; Skyview Dr</td>
</tr>
<tr>
<td>EASTERN DR/HICKORY BLVD</td>
<td>Seal coat on Eastern Dr &amp; Hickory Blvd</td>
</tr>
<tr>
<td>WILDER DR</td>
<td>Seal coat on Wilder Dr north of Mt Vernon Rd</td>
</tr>
<tr>
<td>BERTRAM RD/BERRY RD</td>
<td>Seal coat on Bertram Rd &amp; Berry Rd</td>
</tr>
<tr>
<td>CHESTNUT RIDGE RD/ CHESTNUT TR NE</td>
<td>Seal coat on Chestnut Ridge Rd &amp; Chestnut Trail NE</td>
</tr>
<tr>
<td>RAINBOW CT/ORRIAN DR/DIAMOND DR/ DIAMOND LN/ DIAMOND RDG</td>
<td>Seal coat on Rainbow Ct, Orrian Dr, Diamond Dr, Diamond Ln &amp; Diamond Ridge</td>
</tr>
<tr>
<td>Road Description</td>
<td>Action</td>
</tr>
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<td>----------------------------------------</td>
<td>------------------------------------------------------------------------</td>
</tr>
<tr>
<td>HICKORY HILL LN/RED OAK DR</td>
<td>Seal coat on Hickory Hill Ln &amp; Red Oak Dr</td>
</tr>
<tr>
<td>VERNON HILL BLVD/MEMORY LN/OAK VIEW AVE/ LILLY ST/ROSE ST/ABBOT AVE</td>
<td>Seal coat on Vernon Hill Blvd, Memory Ln, Park View Ave, Lilly St, Rose St &amp; Abbot Ave</td>
</tr>
<tr>
<td>SPANISH RD</td>
<td>Seal coat on Spanish Rd from Wright Brothers Blvd to 76th Ave Dr SW</td>
</tr>
<tr>
<td>OLD RIVER RD</td>
<td>Seal coat on Old River Rd from Big Bend Rd to city limits</td>
</tr>
<tr>
<td>CEDAR HEIGHTS CIR/CEDAR HEIGHTS DR/ CEDAR HEIGHTS TRL/CEDAR HEIGHTS LN</td>
<td>Seal coat roads within Cedar Heights Addition.</td>
</tr>
<tr>
<td>CLIFFORD RD/MICHAEL RD/N GLEN DRIVE CARRIER RD</td>
<td>Seal coat on Clifford Rd, Michael Rd, North Glen Dr &amp; Carrier Rd in Glen Oaks Addition</td>
</tr>
<tr>
<td>DAWN DR/DOUGLAS DR/LYONS DR/SHERRY LN</td>
<td>Seal coat on roads within Lyons Addition</td>
</tr>
<tr>
<td>JULIE LN/TARPY DR</td>
<td>Seal coat on Julie Ln &amp; Tarpy Dr</td>
</tr>
<tr>
<td>MACON DR</td>
<td>Seal coat on Macon Dr from Blairs Ferry Rd to private lane</td>
</tr>
<tr>
<td>SHAMROCK WOODS</td>
<td>Seal coat on Shamrock Woods from North 10th St to dead end</td>
</tr>
<tr>
<td>WAYSIDE CIR</td>
<td>Seal coat Wayside Circle</td>
</tr>
<tr>
<td>WELLS LN</td>
<td>Seal coat Wells Ln</td>
</tr>
<tr>
<td>42ND ST SE</td>
<td>Seal coat on 42nd St SE from Cedar Rapids city limits to Hickory Hill Ln</td>
</tr>
<tr>
<td>HIGHVIEW DR/OAK DR</td>
<td>Seal coat all of Highview Dr &amp; Oak Dr in Highview Acres</td>
</tr>
<tr>
<td>NORTHFORK DR SE</td>
<td>Seal coat on Northfork Dr SE from East Post Rd to dead end</td>
</tr>
<tr>
<td>WALFORD RD</td>
<td>Seal coat on Walford Rd from 6th St SW to gravel surface</td>
</tr>
<tr>
<td>LINN-JOHNSON RD</td>
<td>Seal coat on Linn-Johnson Rd from St. Patricks Rd to Maple Grove Rd</td>
</tr>
<tr>
<td>STANDLEA RD</td>
<td>Seal coat on Standlea Rd from Todddville Rd to Midway Rd</td>
</tr>
<tr>
<td>MIDWAY RD</td>
<td>Seal coat on Midway Rd from Otter Rd to Wubbens Rd &amp; from N Center Point Rd to Schmickle Rd</td>
</tr>
<tr>
<td>BLUE CREEK CT</td>
<td>Seal coat on Blue Creek Ct</td>
</tr>
<tr>
<td>MCCLINTOCK RD</td>
<td>Seal coat on McClintock Rd from Palo Marsh Rd to Lewis Bottoms Rd</td>
</tr>
<tr>
<td>LAKE VIEW DR</td>
<td>Seal coat on Lake View Dr from Wickiup Hill Rd to HMA section</td>
</tr>
<tr>
<td>TOWER TERRACE RD</td>
<td>Seal coat on Tower Terrace Rd from Horseshoe Lake Rd to Deer Ridge Dr</td>
</tr>
<tr>
<td>LINCOLN HEIGHTS DR</td>
<td>Seal coat on Lincoln Heights Dr from Wilder Dr to dead end</td>
</tr>
</tbody>
</table>

NOW, THEREFORE, BE IT RESOLVED that the Linn County Board of Supervisors hereby authorize the above roads and/or portions thereof, to be closed to public travel during the construction period, and further authorize and direct the County Engineer to post appropriate signs, when and as necessary to protect both the work and the traveling public, in accordance with Chapter 306 of the Code of Iowa and the Manual on Uniform Traffic Control Devices.

Moved by Supervisor                                    Seconded by Supervisor       
that the above resolution be adopted this _____ day of _____, 201__ by a vote of _____ aye _____ nay and _____ abstain from voting.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

Chairperson                                           ATTEST:

Vice Chairperson                                      Linn County Auditor

Supervisor
A RESOLUTION DECLARING SURPLUS COUNTY PROPERTY AND AUTHORIZING ITS DISPOSAL

WHEREAS, Linn County LIFTS identified that a certain 2001 Ford E450 bus, VIN: 1FDXE45S71HB16330, previously used to provide participant rides is “retired” from use and no longer meets the needs of Linn County LIFTS; and,

WHEREAS, the East Central Iowa Council of Governments (ECICOG) will accept the transfer of ownership for said bus.

BE IT THEREFORE RESOLVED by the Linn County Board of Supervisors, this date met in lawful session, that the following described property is declared to be surplus property:

2001 Ford E450 bus, VIN: 1FDXE45S71HB16330

BE IT FURTHER RESOLVED the Linn County Board of Supervisors determines that there is no further public use for this property and authorizes Linn County LIFTS to transfer ownership of the same to the East Central Iowa Council of Governments (ECICOG) at no charge with the understanding that ECICOG accepts said bus “as is” without warranty of any kind and assumes all responsibility for the proper use, any required maintenance, and ultimately the disposal of said bus.

Passed and approved this 27th day of March, 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.
LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # ____________________________

RESOLUTION ADOPTING THE LINN COUNTY MULTI-JURISDICTIONAL HAZARD MITIGATION PLAN 2019

WHEREAS, the Board of Supervisors has heretofore deemed it necessary and desirable to have a Hazard Mitigation Plan that identifies potential hazards and the actions that need to be taken to reduce or eliminate the long-term risks to human life and property from those hazards for the citizens of Linn County; and

WHEREAS, a Local Mitigation Plan, as defined in 44 CFR Section 201.6 is required for local jurisdictions that elect to participate in FEMA hazard mitigation programs as a sub-applicant or sub-grantee; and

WHEREAS, the Linn County Multi-Jurisdictional Hazard Mitigation Plan 2019 was funded by a Hazard Mitigation Grant Program planning grant; and

WHEREAS, the East Central Iowa Council of Governments (ECICOG) with the help of the Hazard Mitigation Planning Committee has prepared the hazard mitigation plan that will be placed on file in the Linn County Planning and Development Department for public inspection upon approval of the plan by FEMA; and

WHEREAS, a public hearing was held on March 25, 2019 in accordance with published notice of the same as by law provided; and

WHEREAS, the Linn County Emergency Management Coordinator has recommended approval of the same,

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Linn County, Iowa, that the above-referenced Linn County Multi-Jurisdictional Hazard Mitigation Plan 2019 is adopted by Linn County, Iowa.

Passed and approved this 27th day of March, 2019.

Linn County Board of Supervisors

__________________________________________
Chair

__________________________________________
Vice Chair

__________________________________________
Supervisor

Aye:

Nay:

Abstain:

Absent:
Attest:

____________________________________________________________________

Joel Miller, Linn County Auditor

State of Iowa ) SS
County of Linn )

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

___ Aye ___ Nay ___ Abstain ___ Absent

____________________________________________________________________

Joel Miller

Subscribed and sworn to before me by the aforesaid Joel Miller, on this 27th day of March, 2019.

____________________________________________________________________

Notary Public State of Iowa
LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # ____________________

APPROVING A FINAL PLAT

WHEREAS, a final plat of Ivanhoe Road Second Addition (Case #JF18-0016) to Linn County, Iowa, containing one (1) lot, numbered lot 1, has been filed for approval, a subdivision of real estate located in the NE\NW of Section 32, Township 82 North, Range 5 West of the 5th P.M., Linn County, Iowa, described as follows:

Beginning at the North Corner of said Section 32; thence S00° 51'49"E along the east line of said NE 1/4 NW 1/4, 1310.83 feet; thence S88°48'14"W along the south line of said NE 1/4 NW 1/4, 1315.55 feet; thence N00°47'37"W, along the west line of said NE 1/4 NW 1/4, 1313.59 feet; thence N88°55'25"E along the north line of said NE 1/4 NW 1/4, 1313.94 feet; to the Point of Beginning, excepting Ivanhoe Road First Addition to Linn County, Iowa, containing 38.34 acres which includes 2.57 acres of road right of way

WHEREAS, said plat is accompanied by a certificate acknowledging that said subdivision is by, and with the free consent of the proprietors, and is accompanied by a certificate dedicating certain property to the public, as shown on the plat; and

WHEREAS, said plat and its attachments thereto have been found to conform to the requirements of the comprehensive plan and the subdivision ordinance; and the requirements of other ordinances and state laws governing such plats; and

WHEREAS, the following conditions as listed on the Planning and Development Staff Report of October 17, 2018 as last amended on November 19, 2018 have been addressed:

LINN COUNTY SECONDARY ROAD DEPARTMENT
1. Entrance permit required for new entrances and existing unpermitted entrances, Sec.11 and the Unified Development Code, Article IV, Sec. 107-72 § 2 (h)(5). One entrance per parcel is allowed. An additional access may be allowed with justification and permit.
2. Dedication of road rights-of-way, County Standard Specifications, Section 5. 40' of right-of-way on Ivanhoe Road adjacent to development shall be dedicated to the County for road purposes.
3. Road agreement for conditions applicable to Final Plat cases. County Standard Specifications, Section 1.

IOWA DEPARTMENT OF TRANSPORTATION
1. Not within the jurisdiction of the Iowa Department of Transportation.

LINN COUNTY PUBLIC HEALTH DEPARTMENT
No conditions to be met.

NATURAL RESOURCES CONSERVATION SERVICE
1. Show approximate location of natural drainage ways and a note restricting building within the natural drainage way should be shown on the final plat. Contact the NRCS office for widths and building restriction requirements.
2. Land disturbance greater than 1 acre in size, not associated with agricultural crop production, will require a NPDES permit granted by the Iowa Department of Natural Resources.
3. Submit erosion and sediment control plan for review and acceptance.
4. A site plan showing the footprint of proposed structures and septic systems and wells shall be submitted and accepted by the NRCS office prior to plat approval.
LINN COUNTY CONSERVATION DEPARTMENT
No conditions to be met.

LINN COUNTY EMERGENCY MANAGEMENT
No conditions to be met.

LINN COUNTY 911 COORDINATOR
1. E-911 address sign is required to be located at driveway entrance.
2. Street designation signs and E-911 address signs to be applied for at Linn County Secondary Roads Department, 319-892-6400.

LINN COUNTY PLANNING AND DEVELOPMENT - ZONING DIVISION
1. Various revisions to the site plan and final plat.
2. Prior to approval of the final plat, the owner must sign an “Acceptance of Conditions” form. The “Acceptance of Conditions” form states that the owner understands and agrees to comply with the agreed upon conditions as stated in the staff report.
3. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.
4. The proposed subdivision name and proposed names of all roads, streets and lanes shall be submitted for review and approval by the Linn County Auditor’s office prior to approval of the final plat.
5. One original and 3 complete copies of the final plat bound documents that must include the following:
   i. Owner’s certificate and dedication certificate executed in the form provided by the laws of Iowa, dedicating to Linn County title to all property intended for public use, including public roads
   ii. Title opinion and a consent to plat signed by the mortgage holder if there is a mortgage or encumbrance on the property as well as a release of all streets, easements, or other areas to be conveyed or dedicated to local government units within which the land is located
   iii. Surveyor’s certificate
   iv. Auditor’s certificate
   v. Resolution of the Planning and Zoning Commission
   vi. Resolution of the Board of Supervisors
   vii. Resolution of approval or waiver of review by applicable municipalities
   viii. Treasurer’s certificate
   i. Agricultural Land Use Notification. The landowner shall ensure that such notification shall be attached to the deed and shall become a separate entry on the abstract of title for all the property that is subject of the permit or development as per Article V, Section 107-91, § (h) of the UDC.
   ii. Restrictive covenants or deed restrictions, as separate instruments, not combined with any other instrument
   iii. Three (3) copies of the surveyor’s drawing
   iv. A covenant for a secondary road assessment
6. The final plat bound documents must be approved by the Linn County Board of Supervisors on or before NOVEMBER 19, 2019 as per Article IV, Section 107-72, § (1)(g), and shall be recorded within 1 year of that approval, as per Article V, Section 107-72, § (2)(f) of the UDC.

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat is hereby approved. The Board of Supervisors and County Engineer are hereby authorized to enter approval upon the final plat resolution. The Board of Supervisors’ Chairperson is also hereby authorized to sign said plat which executes an acceptance of dedication of property to the public, as shown on said plat.
NOW, THEREFORE BE IT FURTHER RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat and plat proceedings shall not be changed or altered in any way, without the approval of the Linn County Board of Supervisors. Said plat and plat proceedings shall be recorded March 27th, 2020 to be valid.

Passed and approved this 27th day March, 2019

Linn County Board of Supervisors

________________________
Chair

________________________
Vice Chair

________________________
Supervisor

Aye:

Nay:

Abstain:

Absent:

Attest:

________________________
Joel Miller, Linn County Auditor
Linn County Board of Supervisors
Resolution # JF18-0016
March 27th, 2019
Page 4 of 4

Linn County Engineer

______________________________________
Brad Ketels, Engineer

State of Iowa )
   ) SS
County of Linn )

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

___ Aye ___ Nay ___ Abstain ___ Absent

_____________________________________
Joel Miller

Subscribed and sworn to before me by the aforesaid Joel Miller, ______________________

__________,
on this ______ day of _______________________, 2019.

_____________________________________
Notary Public State of Iowa
PROCLAMATION

CHILD ABUSE PREVENTION MONTH—APRIL 2019

WHEREAS, the Iowa Department of Human Services confirmed or founded 552 cases of child abuse in Linn County in 2017; and

WHEREAS, child abuse and neglect is a serious problem affecting every segment of our community, and requires action from everyone in our community to prevent it; and

WHEREAS, our children are our most valuable resource and will shape the future of Cedar Rapids and Linn County; and

WHEREAS, child abuse and neglect directly harms children and increases the likelihood of long-term physical and mental health problems, alcohol and substance abuse, continued family violence and criminal behavior; and

WHEREAS, child abuse and neglect occurs when people find themselves in stressful situations and don’t know how to cope; and

WHEREAS, the majority of child abuse cases stem from situations and conditions that are preventable in an engaged and caring community; and

WHEREAS, every child can have a great childhood by making sure each family has the support and education they need in raising their children in safe, nurturing environments; and

WHEREAS, effective child abuse prevention programs succeed because of partnerships created among social service agencies, schools, faith communities, civic organizations, law enforcement agencies, and the business community; and

WHEREAS, community members must make every effort to promote programs and activities that benefit children and their families.

NOW, THEREFORE, BE IT RESOLVED, that we, the Linn County Board of Supervisors, do hereby proclaim April, 2019 as "Child Abuse Prevention Month" And call upon all citizens to increase their participation in building caring connections with families, thereby preventing child abuse and strengthening the community in which we live.

Linn County Board of Supervisors

Chairperson
PROCLAMATION

WEEK OF THE YOUNG CHILD

WHEREAS, the Linn County Early Childhood Iowa Board, East Central Chapter of the Iowa Association for the Education of Young Children, and other local organizations are celebrating the Week of the Young Child on April 8 - 12, 2019; and

WHEREAS, by highlighting the need for high quality early childhood services for all children and families within our communities and the state, these groups are committed to the early care and education system in Iowa that will ensure every child, beginning at birth, is health and successful; and

WHEREAS, considering the latest research on brain development and how children learn, as well as what we know about the financial and economic returns on investments in early childhood, we fully support the need for access to high quality, early childhood services; and

WHEREAS, we must recognize the vital work performed by early childhood educators, express our gratitude for their important services and support efforts to see that they are properly compensated:

NOW, THEREFORE, BE IT RESOLVED, the Linn County Board of Supervisors, do hereby proclaim April 8 - 12, 2019, as the

"WEEK OF THE YOUNG CHILD"

Linn County Board of Supervisors

______________________________
Chairperson
PROCLAMATION

SEXUAL ASSAULT
AWARENESS MONTH—APRIL 2019

WHEREAS, sexual assault affects women, children and men of all racial, cultural and economic backgrounds; and

WHEREAS, in addition to the immediate physical and emotional costs, sexual assault may also have associated consequences of post-traumatic stress disorder, substance abuse, depression, homelessness, eating disorders and suicide; and

WHEREAS, sexual assault can be devastating not only to the survivor, but also for the family and friends of the survivor; and

WHEREAS, since no one person, organization, agency or community can eliminate sexual assault on their own, we must work together to educate our entire population about what can be done to prevent sexual assault, support victims/survivors and their significant others and support those agencies providing services to victims/survivors.

NOW THEREFORE, BE IT RESOLVED, that we, the Linn County Board of Supervisors do hereby proclaim April as: "Sexual Assault Awareness Month!" and encourages all citizens of Linn County to learn more about preventing sexual violence.

Linn County Board of Supervisors

________________________________________
Chairperson
PROCLAMATION

National County Government Month

April 2019

"Connecting the Unconnected"

WHEREAS, the nation's 3,069 counties serving more than 300 million Americans provide essential services to create healthy, safe and vibrant communities; and

WHEREAS, counties provide health services, administer justice, keep communities safe, foster economic opportunities and much more; and

WHEREAS, Linn County and all counties take pride in our responsibility to protect and enhance the health, welfare and safety of our residents in efficient and cost-effective ways; and

WHEREAS, through National Association of Counties President Greg Cox's "Connecting the Unconnected" initiative, NACo is demonstrating how counties deliver "people-centered" services to our residents nationwide; and

WHEREAS, each year since 1991 the National Association of Counties has encouraged counties across the country to elevate awareness of county responsibilities, programs and services to the public they serve;

NOW, THEREFORE, BE IT RESOLVED THAT WE, the Linn County Board of Supervisors, do hereby proclaim April 2019 as National County Government Month and encourage all county officials, employees, schools and residents to learn more about the many ways their county government is working to enhance the quality of life in Linn County.

Linn County Board of Supervisors

Chairperson
PROFESSIONAL SERVICES AGREEMENT

BETWEEN:

Linn County, IA
(Address TBD)

(hereinafter referred to as “Linn County”)

- and -

21Tech, LLC
1330 Broadway, Suite 1530
Oakland, California 94612
USA
(hereinafter referred to as the “Professional”)

WHEREAS the Linn County requires Professional Services as set out in Schedule A, attached to this Agreement;

AND WHEREAS the Professional has the expertise to provide these said Professional Services;

NOW THEREFORE WITNESSETH THAT in consideration of the mutual covenants and agreements herein contained, the parties hereto covenant and agree with each other as follows:

ARTICLE 1 - PROFESSIONAL SERVICES

1.1 Linn County hereby engages the Professional and said Professional agrees to provide Professional Services to Linn County as defined in Schedule A attached hereto at the location of the Professional unless otherwise specified.

1.2 In such case that the Professional Services of a specific individual(s) are required, names and availability of said person(s) will be agreed upon and a list attached hereto in Schedule A.

1.3 The Professional shall be liable for the proper performance of the Professional Services hereunder to the extent that careful workmanship, professional standards and proper implementation of the Agreement dictate.
ARTICLE 2 - INDEPENDENT CONTRACTOR

2.1 By mutual agreement, the terms of this Agreement will be met by the Professional’s provision of Professional Services as an independent contractor at arm’s length from, and not as an employee of, Linn County. As such, the Professional is solely responsible for all matters relating to compliance with statutory and other legal obligations arising from the Professional’s responsibilities in determining how and where the work set forth in this Agreement is to be performed, including matters arising between the Professional and its employees, if any. Such obligations include but are not limited to: remuneration; discipline; leave, vacation, overtime, employment insurance, Workers’ Compensation or other applications, reports, contributions or payments.

2.2 The Professional shall maintain reasonable general liability and professional liability insurance. Before the Professional begins to provide services under this Agreement, the Professional agrees, if requested, to deliver to Linn County a copy of the policy certificate for general liability and/or professional liability insurance for all officers, agents and employees of the Professional and agree to maintain such insurance during the performance of this Agreement.

2.3 The Professional shall obtain all permits, licenses, certificates and other authorizations and pay all required fees required in connection with the provision of Professional Services provided to Linn County and shall comply with all laws, ordinances, rules, regulations, codes and orders of all authorities having jurisdiction relating to the safety and Professional Services provided. The Professional indemnifies and holds Linn County harmless for liability that may arise in connection with Professional’s obligations in this regard.

ARTICLE 3 - REPORTING

3.1 The Professional shall report to the Linn County contact listed in Schedule A in accordance with the deliverables as outlined in Schedule A.

ARTICLE 4 - TERM

4.1 The Term of this Agreement shall be effective for the dates set out in Schedule A, unless otherwise terminated in accordance with the terms outlined herein. At the end of the term, the Agreement may be extended if mutually agreed upon in writing, for an agreed upon period of time.

ARTICLE 5 - TERMINATION

5.1 This Agreement may be terminated by Linn County or the Professional on written notice of one (1) day to the other party for reason of:
(a) non-conformance to the terms and conditions of this Agreement by one party; or

(b) insolvency, declaration of bankruptcy, or commitment of an act of bankruptcy by either party; or

(c) any non-disclosed conflicts of interest; or

(d) mutually written agreement by both parties.

If Termination occurs, all hours worked by Professional will be invoiced to Linn County within 30 days, and will be paid by Linn County within 30 days of receiving the invoice.

ARTICLE 6 - COMPENSATION AND EXPENSES

6.1 Unless otherwise specified, all Professional Services are provided remotely.

6.2 Payment of fees by Linn County for Professional Services, in accordance with the provisions hereof, will be made within thirty (30) days from receipt and approval by Linn County of an invoice from the Professional.

6.3 When payment is made on a monthly basis, such rate shall be prorated when Professional Services are provided for part of a month.

6.4 Linn County shall also reimburse the Professional for expenses reasonably incurred in the necessary performance of the Professional Services hereunder, other than relocation costs, remuneration (basic salary, overtime or overtime premium) and fringe benefits, PROVIDED that all expenses have been approved in writing by Linn County prior to incurrence. Original receipts will be required to process payment of such request(s) for reimbursement.

6.5 Linn County shall reimburse the Professional for travel expenses pursuant to the Linn County Travel Guidelines, attached hereto as Schedule B.
ARTICLE 7 - INDEMNITY

7.1 The Professional shall indemnify Linn County for all damage suffered by Linn County as a result of the wrongful acts of the Professional, its employees, servants and/or agents. The Professional shall also indemnify and hold harmless Linn County, its Board of Directors, students, employees, servants and/or agents from all claims, demands, losses, costs, damages, actions, suits, or proceedings initiated by third parties arising from the wrongful acts of the Professional, its employees, servants, and/or agents and arising directly as a result of the performance of this Contract.

ARTICLE 8 - LIABILITY

8.1 The professional's total liability obligation under this agreement shall be limited to the payment of the fees provided in accordance with the applicable statement of work. Notwithstanding any other provision of this agreement, in no event shall Professional be liable, regardless of whether any claim is based on contact or tort, for any special, consequential, indirect or incidental damages, including but not limited to, lost profits arising out of, or in connection with this agreement, for the services performed in connection with this agreement.

8.2 The Professional and all individuals performing Professional Services in the name of the Professional expressly assume, and agree to release Linn County and its directors, employees, agents, insurers, successors, and assigns, from the entire responsibility and liability for any and all claims resulting from or relating to damages, loss or injury of any kind or nature whatsoever suffered by the Professional or others, or by property belonging to the Professional or others, caused by, resulting from or arising out of the execution of the Professional Services hereunder.

ARTICLE 9 - CONFIDENTIALITY AND EXCLUSIVITY

9.1 It is acknowledged and agreed by the parties hereto that the Professional Services to be provided hereunder by the Professional are, subject to provisions to the contrary herein, to be provided on a non-exclusive basis. It is acknowledged by the parties, and Linn County acknowledges that the obligations hereunder shall not prevent or restrict the provision by the Professional of similar Professional Services provided only that the Professional applies reasonable diligence to its performance hereunder.

9.2 In connection with the performance of the Professional Services, each party will have access to proprietary materials and information made available by the other and identified, either orally or in writing as confidential ("Confidential Information"). Each party agrees to protect the Confidential Information disclosed by the other party in the same manner as it protects its own information of like kind (but in no event less than reasonable care):
(a) to prevent the unauthorized use, dissemination or publication of the other party's Confidential Information;

(b) to use the Confidential Information only in connection with the Professional Services;

(c) not to disclose the Confidential Information to a third party without the prior written consent of the disclosing party; and

(d) to return or destroy the Confidential Information upon the request of the disclosing party.

Nothing hereunder will prohibit or limit either party's use of information:

(a) previously known to it without obligation of confidence;

(b) independently developed by it without reference to the disclosing party's Confidential Information;

(c) acquired by it from a third party which is not, to its knowledge, under an obligation of confidence with respect to such information;

(d) which is or becomes publicly available through no breach of this Agreement; or

(e) required to be disclosed by a governmental agency or law, so long as the recipient party provides the other party with written notice of the required disclosure promptly upon receipt of notice of the required disclosure.

ARTICLE 10 - MISCELLANEOUS

10.1 Any notice required to be given under this Agreement shall be in writing and shall be deemed to have been validly given if delivered by hand or sent by mail or by confirmed facsimile transmission, if sent to the attention of the Professional, or to Beryl Lepage, Chief Financial & Administrative Officer, Linn County, at the addresses noted above. The addresses for notices may be changed from time to time by written notice given by either party to the other in accordance with the provisions of this Agreement.

10.2 If for any reason any term, covenant or provision of this Agreement or the application thereof to any person or any circumstances is to any extent held or rendered unenforceable or invalid, then such term, covenant or provision shall be and be deemed to be independent in the remainder of this Agreement and shall be severable and divisible therefrom and its unenforceability and invalidity shall not affect, impair or invalidate the remainder of this Agreement or any part thereof and such term, covenant or provision shall continue to be applicable to and enforceable to the full extent permitted by law.
10.3 This Agreement together with the terms of Attachment A and Attachment B (SOW and Supplementary Terms and Conditions) is attached hereto. No modification thereof shall be binding upon the parties unless the same is in writing, duly executed and delivered by the parties.

10.4 The Professional shall not assign, transfer or subcontract the whole or any part of this Agreement without the written permission of Linn County.

10.5 This Agreement shall enure to the benefit of and be binding upon the parties hereto and respective successors and permitted assigns.

10.6 The terms, conditions, representation and warranties shall survive the termination and expiration of this Agreement.

10.7 This Agreement shall be governed by and interpreted in accordance with the laws of the Province of Saskatchewan.

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year written below.

Linn County

Per: ____________________________  Date: ______________

Professional

Per: ____________________________  Date: ______________
Professional Services:

Project Management and Consulting Service for the data extract of Aumentum data for Linn County, IA:

1. Statement of work (SOW) OVERVIEW

1.1. Document Purpose

This Statement of Work (SOW) is for data analysis and extract services by and between 21Tech and Linn County IA. This document defines the scope of work to be performed for the Aumentum data extract engagement. Thomson Reuters has provided high level guidelines for protection of intellectual property which are incorporated into this document. Thomson Reuters is otherwise not party to this agreement.

1.2. Purpose Statement

The purpose of this project is to identify and extract relevant characteristic data from the Thomson Reuters Aumentum Tax solution into a format that can be used by Linn County for migration to a new system. This Statement of Work describes the responsibilities of both parties in the agreement.

1.3. Scope Definition

This SOW describes 21Tech’s tasks and activities involved in the execution of the project as set forth in this document. The project includes defined milestones, deliverables, a payment schedule and project plan (schedule) to manage the delivery process. Once the actions described in the following work and deliverable sections are successfully completed, the scope of this project will end. Each milestone, in this SOW, will be deemed accepted 7 calendar days after delivery to the customer for that specific deliverable upon completion.

2. Project phases

Project work will be broken into the following 5 phases. Each phase is described in more detail below.

1. Project Scoping and Sizing
2. Data Identification and Analysis
3. Data Extract Development
4. Data Extract Processing & Validation
5. Project Closure

2.1. Project Scoping and Sizing

Once the contract has been executed, Linn County must provide a backup copy of the Aumentum SQL Server database. When this is received, analysis will be performed to determine the estimate and scope for extracting characteristic data. Once the sizing activity is completed, an estimated work effort and timeline will be communicated via an emailed report. This will define the scope of work for the project. This report is an estimate.

2.2. Data identification and Analysis

2.2.1. Data Identification

Data will be extracted to intermediate export tables that have been normalized from the source database. Only characteristic data will be exported, unless configuration and/or system data is required to further identify County data, subject to Thomson Reuters approval. As part of the analysis, data containing characteristic tables must be identified and separated from configuration, setup and system tables. Extracted data will be provided in a set of SQL Server database to the county. No data transformation, cleansing or modification will be performed as part of the extract process, the data will be extracted in its native form.

2.2.2. Analysis

Analysis will be performed against the Aumentum DB to determine from where in the DB the source characteristic data must be extracted. This process will identify all related characteristic data Linn County has captured through use of Aumentum.

2.2.3. Data Format

Data will be extracted into an intermediate data structure that has been denormalized from the Aumentum database. This data structure will be created in SQL Server tables and the data type and size will match the source data format unless the process of extracting data requires a change in data type or sizes.

2.2.4. Data Exported

Exported data to Linn County will include characteristic data that has been created/captured in Aumentum. For example, this includes legal parties, revenue objects, addresses, tax bill information, amounts due, amounts paid, financial detail, tax rolls, tax bills, etc.
2.2.5. Data Not Exported

System configuration will not be included in the extract, with possible exceptions listed below:

- Systype ID's - As part of the data extract, systype fields will be populated throughout the data set. To consume Aumentum data, Linn County must dereference system ids to pull in short/long description codes and categories. A Systype lookup table will be provided as part of the extract for this purpose. 21Tech will evaluate, for the sake of clarity, it would be faster to include the short/long description codes within each table.

The following system data will not be included in the data extract:
- Audit
- Transactional
- Event
- Database level stored procs, views, table value functions, scaler functions, original tables
- Primary/foreign key information or table/data index information
- Temp tables
- Configuration Tables with noted exceptions above

2.3. Data Extract Development

After the data identification and analysis phase has been completed, data extract development work will commence. This will be the most involved part of the project as the Aumentum database contains hundreds of tables to deconstruct and it is highly normalized.

The data extract process itself is considered proprietary and cannot be shared with Linn County or their representatives, unless approved in writing by Thomson Reuters.

2.4. Data Extract Processing and Validation

For this scope of work there will be three data extracts made available to the county for review. The first two will be test extracts, TEST Extract 1 and TEST Extract 2 and then a final Production Extract. As deemed necessary by Linn County, there could be multiple deliveries of TEST Extract 1 by 21Tech. Additional extracts beyond the scope of this agreement are subject to Change management if the County deems additional extracts are required prior to Production cutover.

It is the county's responsibility to review the data for accuracy and consistency. It is recommended that the county use several benchmark properties to compare extracted data to current data available in the Aumentum product. Once the TEST Extract 1 has been agreed upon, the process will be locked down and used to produce the two remaining extracts.
2.5. Project closure

This project will be considered complete when the county has received the final data extract and reviewed and validated data in the extract for a period of 7 calendar days.

3. Project Management

No formal project management work will be performed as part of this project. Progress reports against data tables identified and extracted will be made available upon request, no more than weekly.

4. Data exchange

The County will provide backups of the database or provide the appropriate network environment to support the extract process.

- A full backup copy of the Linn, IA Aumentum Tax database will be provided to 21Tech for performing work. This database will be backed up to a SQL Server BAK file, file to be validated and then placed on an FTP site for 21Tech.
- 21Tech will download, restore, run extract and balancing programs and then post DB of extract data tables back to FTP site. This copy will be used to perform all data analysis, extract coding and data extract.
- Authentication and/or SA level access will be provided for the backup files, if password secured in any manner. The database must be capable of being restored with full administrator access.

5. Production Cutover

- Turnaround time for production extract is expected to be under 24hrs. The Linn County DB is less than a Terabyte, so it will take a few hours to upload and download. The clock for 21Tech begins when Linn County notifies 21Tech they have delivered a usable DB in the same format they have provided previously, to the previously designated FTP site, unless otherwise agreed to.
- 21Tech will then deliver a production SQL Server DB, containing the same tables, columns and formatting as previously delivered.

6. Travel

No travel is included with this statement of work. Any travel deemed necessary will require a billable change request. All travel will require a 15-day minimum advance booking.

7. Customer Expertise and Personnel

The customer will ensure all project personnel with the appropriate skill level will be available according to the project needs as deemed necessary to expedite work. County personnel should be skilled and prepared to participate in the data identification, analysis and validation steps.
8. Assumptions and Constraints

This is a T&M engagement. After receiving the initial SQL Server DB extract (aka TEST Extract #1) from 21Tech, Linn County will review, validate and communicate to 21Tech all questions/concerns on the delivery. 21Tech will address and provide additional TEST Extracts for validation. This process will continue until Linn County is satisfied with the initial delivery. The final two remaining deliveries (TEST Extract #2 and Production Extract) henceforth with be in the agreed upon format. Linn County also recognizes that additional requests not included in the initial data extract plan will be subject to Change Management.

9. Change Management

The Change Management Process is put in place to control scope. If processes are not set to handle change in a structured manner, projects will fail to meet expectations and goals, such as budgets, estimates, and schedules.

Change Management is a formal procedure to manage changes to project deliverables (including requirements, specifications, resources and project plans). Through this process the impact of proposed change(s) on functionality, performance, cost, schedule, and quality objectives will be analyzed, evaluated, and reported. A Project Change Request (PCR) shall be the vehicle for communicating changes.

9. Rate:

A blended rate of $200 hourly will be invoiced monthly. All costs are expressed in United States dollars. The Professional shall submit invoices monthly for hours worked. Invoices shall be sent to Linn County Accounts
Linn County

Per: ___________________________ Date: ________________

Professional

Per: ___________________________ Date: ________________
Attachment B: MUTUAL NONDISCLOSURE AGREEMENT

This Mutual Nondisclosure Agreement (the "Agreement") is made as of the (22nd) of March 2019 by and between 21Tech, LLC, Inc., a California LLC (the "Company"), and _________________, Linn County, IA _________________ ("Second Party") for the product, solution or work related to Joint Sales Opportunities ("Project").

1. Purpose. The Company and Second Party wish to explore a possible business opportunity of mutual interest for the purpose of developing and conducting business transactions (the "Relationship") in connection with which each party has disclosed and/or may further disclose its Confidential Information (as defined below) to the other. This Agreement is intended to allow the parties to discuss and evaluate the Relationship while protecting each party's Confidential Information (including Confidential Information previously disclosed to the other party) against unauthorized use or disclosure.

2. Definition of Confidential Information. "Confidential Information" means, but is not limited to, any oral, written, graphic or machine-readable information including, but not limited to, that which relates to patents, patent applications, trademarks, trademark applications, copyrights, copyright applications (in each case whether registered or unregistered), research, product plans, products, developments, inventions, processes, designs, drawings, solution models, engineering, formulae, markets, software (including source and object code), hardware configuration, computer programs, algorithms, business plans, agreements with third parties, pending or current contracts, services, customers, marketing, investors, creditors, debtors or finances of the Company, which information would, under the circumstances, appear to a reasonable person to be confidential or proprietary. The disclosure may be directly or indirectly in writing, orally, by inspection or by access.

3. Nondisclosure of Confidential Information

(a) The Company and Second Party each agree not to use any Confidential Information disclosed to it by the other party for its own use or for any purpose other than to carry out discussions concerning, and the undertaking of, the Relationship. Neither party shall disclose or permit disclosure of any Confidential Information of the other party to third parties or to employees or personnel of the party receiving Confidential Information, other than the parties who are required to have the information in order to carry out the discussions regarding the Relationship. Each party has had or will have personnel who have access to Confidential Information sign a nondisclosure agreement in content substantially similar to this Agreement. Each party agrees that it shall take all reasonable measures to protect the secrecy of and avoid disclosure or use of Confidential Information of the other party in order to prevent it from falling into the public domain or the possession of persons other than those persons authorized under this Agreement to have any such information. Such measures shall include, but not be limited to, the highest degree of care that the receiving party utilizes to protect its own Confidential Information of a similar nature, which shall be no less than reasonable care. Each party agrees to
notify the other in writing of any actual or suspected misuse, misappropriation or unauthorized disclosure of Confidential Information of the disclosing party which may come to the receiving party’s attention.

(b) **Exceptions.** Notwithstanding the above, neither party shall have liability to the other with regard to any Confidential Information of the other which the receiving party can prove:

(i) was in the public domain at the time it was disclosed or has entered the public domain through no fault of the receiving party;

(ii) was known to the receiving party, without restriction, at the time of disclosure, as demonstrated by files in existence at the time of disclosure;

(iii) is disclosed with the prior written approval of the disclosing party;

(iv) was independently developed by Second Party without any use of the Confidential Information and by employees of Second Party who have not had access to the Confidential Information, as demonstrated by files created at the time of such independent development;

(v) is disclosed pursuant to the order or requirement of a court, administrative agency, or other governmental body; provided, however, that the receiving party shall provide prompt notice of such court order or requirement to the disclosing party to enable the disclosing party to seek a protective order or otherwise prevent or restrict such disclosure.

4. **No Rights Granted.** Nothing in this Agreement shall be construed as granting any rights under any patent, copyright or other intellectual property right of either party, nor shall this Agreement grant either party any rights in or to the other party’s Confidential Information other than the limited right to review such Confidential Information solely for the purpose of determining whether to enter into the Relationship. Company and Second Party acknowledge that nothing in this Agreement (a) requires the disclosure of any Confidential Information, which shall be disclosed, solely at either party’s option, or (b) requires either party to proceed with the Relationship or any transaction in connection with which the Confidential Information may be disclosed.

5. **Term.** The foregoing commitments of each party shall survive any termination of the Relationship between the parties, and shall continue for a period terminating on the later to occur of the date (a) five (5) years following the date of this Agreement or (b) three (3) years from the date on which Confidential Information is last disclosed under this Agreement.

6. **Independent Contractors.** The Company and Second Party are independent contractors, and nothing contained in this Agreement shall be construed to constitute the Company and Second Party as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking. For the Project - listed in this contract agreement, the Second party agrees not to directly or indirectly discuss or work for any of the clients associated with the Project unless approved by the Company in writing.
7. **No Warranty.** All Confidential Information is provided “AS IS,” without any warranty, express, implied or otherwise, including without limitation, implied warranties of merchantability, fitness for a particular purpose, and noninfringement.

8. **Successors and Assigns.** The terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties, provided that Confidential Information of the disclosing party may not be assigned without the prior written consent of the disclosing party. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto or their respective successors and assigns any rights, remedies, obligations, or liabilities under or by reason of this Agreement, except as expressly provided in this Agreement.

10. **Severability.** If one or more provisions of this Agreement are held to be unenforceable under applicable law, the parties agree to renegotiate such provision in good faith. In the event that the parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (a) such provision shall be excluded from this Agreement, (b) the balance of the Agreement shall be interpreted as if such provision were so excluded and (c) the balance of the Agreement shall be enforceable in accordance with its terms.

11. **Governing Law.** This Agreement and all acts and transactions pursuant hereto and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the internal laws of the State of California, without giving effect to principles of conflicts of law.

12. **Remedies : Indemnification.** The Company and Second Party each agree that its obligations set forth in this Agreement are necessary and reasonable in order to protect the disclosing party and its business. The Company and Second Party each expressly agree that due to the unique nature of the disclosing party’s Confidential Information, monetary damages would be inadequate to compensate the disclosing party for any breach by the receiving party of its covenants and agreements set forth in this Agreement. Accordingly, the Company and Second Party each agree and acknowledge that any such violation or threatened violation shall cause irreparable injury to the disclosing party and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the disclosing party shall be entitled (a) to obtain injunctive relief against the threatened breach of this Agreement or the continuation of any such breach by the receiving party, without the necessity of proving actual damages, and (b) to be indemnified by the receiving party from any loss or harm, including but not limited to attorney’s fees, arising out of or in connection with any breach or enforcement of the receiving party’s obligations under this Agreement or the unauthorized use or disclosure of the disclosing party’s Confidential Information.

13. **Amendment and Waiver.** Any term of this Agreement may be amended with the written consent of the Company and Second Party. Any amendment or waiver effected in accordance with this Section shall be binding upon the parties and their respective successors and assigns. Failure to enforce any provision of this Agreement by a party shall not constitute a waiver of any term hereof by such party.
14. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which shall be deemed an original and all of which together shall constitute one instrument.

15. **Entire Agreement.** This Agreement is the product of both of the parties hereto, and constitutes the entire agreement between such parties pertaining to the subject matter hereof, and merges all prior negotiations and drafts of the parties with regard to the transactions contemplated herein. Any and all other written or oral agreements existing between the parties hereto regarding such transactions are expressly canceled.

IN WITNESS WHEREOF, the parties hereto have executed this Mutual Nondisclosure Agreement as of the date first above written.

[Second Party]  
21Tech, LLC

By: ________________________________  
By: ________________________________

Name: ______________________________
Title: ______________________________
Address: ____________________________

Name:  
Dilraj Kahai
Title:  
Managing Partner
Address:  
1330 Broadway, Suite 1530
          Oakland, CA 94612
COMMUNICATIONS PLAN
Improving Communications through Planning

Mark Mathis
Mark@AMPERAGEmarketing.com

Alliant Tower
200 1st St. SE, Suite 105
Cedar Rapids, Iowa 52401
319.268.9151
WHAT YOU TOLD US

Thank you for the opportunity to make this proposal. The frustrations you have are common in every organization with which we work. In this new age of instant digital communications, planning has found a new importance.

So here are the areas you wanted addressed:

Communications Planning

**Communications Planning**
There was an interest in developing a 12- to 24-month plan. You stated there is a need to:

» Organize and prioritize communications work
» Further and enhance the rebranding process
» Develop a system of social media engagement
» Provide recommendations within the customer-centered culture
» Analyze current staffing needs around communications in this digital world
» Determine how to develop and use content
» Build measurement (or proof of performance) into the plan
OUR PROPOSAL

“It is always wise to look ahead, but difficult to look farther than you can see.”
Sir Winston Churchill

Why You Need AMPERAGE Leading the Way

There are plenty of consultants who will lead you through strategic planning—from accountants to engineers. For strategic brand and message planning an agency is best at developing what to say and to whom.

Creativity is the secret to great planning. No other organization is best suited to utilize imagination, inspiration and ingenuity. We uncover great truths about your brand and energize your momentum.

As a brand and content agency, AMPERAGE is uniquely positioned to dig deeper into your core to find the essence of who you are and how you want to be perceived by your stakeholders. Only a full-service marketing company with 50 marketing and communications specialists can fully integrate cross platforms—from digital efforts to crisis messaging.

Our platform for developing your plan comes from three different angles: Strategy, Content and Brand.

Your planning sessions will be highly charged and creative. We will get you beyond the box.

Amperage Branding Beliefs (PASS)

- Participatory: We create a brand personality people don’t just “buy,” they buy into your organization.
- Simple: Make the complex humanized and understandable. Don’t let people bounce away. When you say “dog” show “dog.” The link between what you’re saying and showing must be abundantly clear.
- Authentic: People want it real: Real people, not actors. Hyperbole is dead—in copy, design and photography.
- Shareable: Content must be interesting and relevant so audiences will share it with friends and colleagues.
Organizational Communications Plan

For any plan to be effective, we will need to spend some time at the beginning of the process defining your objectives. We will set some in pencil first and then after the intake session with your stakeholders we will make them more indelible.

The plan will help define the communication function within your organization. For the communications plan, we will address all the areas outlined in the “What You Told Us” section. And we will help make sure you can find brand alignment across departments and with staff.

How Will a Plan Improve My Organization? Our 4-quadrant approach builds on your current brand and develops a long-term communications process that will energize you marketing efforts and reach your goals.

Brand
» Builds your brand from the core out
» Provides target audience and persona analysis
» Pinpoints exclusive message drivers
» Encourages consistency across platforms

Message
» Establishes key motivational drivers
» Classifies your brand personality
» Develops a communications tone filter
» Provides messaging idea templates

Focus
» Narrows your messaging hierarchy
» Generates cross-platform integration
» Helps you think beyond the box
» Provides a digital first orientation

Readiness
» Accelerates lead activation
» Prepares tactics, budgets and timeline
» Equips you with talking points for public relations
» Develops a plan for new media

Developing a strategy requires understanding your brand’s core or its soul. This is an example of an AMPERAGE Brand Target Matrix.
The Story
Today, the key to all communications is your story. Your story is so important to consistent, on-target communications. AMPERAGE will help you find your story—especially important in your customer-centered culture.

For most organizations, it is an immense accomplishment to find the right story and voice. Our process will help tease out the ongoing story of your organization.

We’ve literally worked with hundreds of organizations on planning—all sizes and all levels of communications sophistication. Because of this, we have a saying that AMPERAGE is “the agency of collaboration.” We work well with internal communications staff and external communications partners. We set our ego aside and work to make sure your goals are achieved.

The details of our process for your organization are outlined in the scope of work section. We’ve created a process we believe will achieve your goals and set a clear path for the next few years.

The 5-Step Brand Journey Map
How does a brand connect and motivate in the digital age

- **PROMISE**
  - **POSITIONING**
  - Do your benefits connect with target?

- **STRATEGY**
  - **BRAND PLATFORM**
  - Do you differentiate in your category?

- **STORY**
  - **EXECUTION**
  - Does your message move people to act?

- **EXPERIENCE**
  - **PROCESSES CULTURE**
  - Do you deliver on your promise?

- **REVIEWS**
  - **SHAREABILITY PROOF-OF-PERFORMANCE**
  - Is there positive sharing of your story?

Brand Development
**Timeline**
Developing a plan is a bit more fluid than other projects, so this is our best estimate of how the process will flow. If we were to start at the beginning of April, we would anticipate having a completed plan in presented by the beginning of June.

<table>
<thead>
<tr>
<th>Stage</th>
<th>Area</th>
<th>Assignment</th>
<th>Time Allotted</th>
</tr>
</thead>
<tbody>
<tr>
<td>Stage 1</td>
<td>Research</td>
<td>In-take Meeting</td>
<td>1 week</td>
</tr>
<tr>
<td></td>
<td></td>
<td>10 – 15 stakeholder interviews</td>
<td>1-2 weeks</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Goals, target audiences, audit current materials</td>
<td>1 week</td>
</tr>
<tr>
<td>Stage 2</td>
<td>Plan Development</td>
<td></td>
<td>2-5 weeks</td>
</tr>
<tr>
<td>Stage 3</td>
<td>Presentation</td>
<td>Up to 2 groups</td>
<td>1 week</td>
</tr>
</tbody>
</table>
SCOPE OF WORK

Organization Communications Plan

Your AMPERAGE Organization Communications Plan includes:

» In-depth consulting in-take meeting with communications staff
» Interviews with 10 to 15 stakeholders in your organization
» Consulting with client to determine quantifiable marketing goals for the plan
» Consulting with client to determine primary, secondary and tertiary target audiences
» Analysis of current materials and messaging
» Develop marketing strategies, tactics and recommendations for each identified target audience in the following marketing areas:
  o Content development
  o Video production
  o Social media
  o Web ecosystem
  o Collateral development
  o Public relations and communications
» Recommendations on timeline and associated budgets based on the plan
» Presenting this plan up to two times for client group(s). Any additional presentations are subject to additional bid
» Up to two revisions to the final plan are included. Any further revisions are subject to additional bid

“I learned how to keep control of my organization’s message when speaking with the media. AMPERAGE’s training helped me to pause and reflect before answering questions and steer the conversation back to what I want the community to hear about the organization’s progress and impact.”

Katie Geiken
Former Executive Director
Cedar Rapids Public Library
Linn County
Communications Plan

Communications Plan

______ Organizational Communications Plan Process 5,000

An initial installment of one half of the total investment will initiate the projects. The investment does not include out-of-pocket expenses such as tax, etc.

Target deadlines and timelines will be determined upon receipt of the signed quote. The quote is subject to revision and may include a 10% contingency fee if the scope of work is changed at the client’s request. Quote is valid for 60 days. AMPERAGE reserves the right to bill for work in progress. Upon completion of the job, the remainder of the cost then outstanding will be billed.

Client approval to proceed with project:

__________________________________________________________
Signature Date