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.

Approve and authorize Chair to sign a Vacancy Form requesting a Nurse Practitioner for Public Health

Set a public hearing to be held on Wednesday, May 1, 2019 at 10:00 a.m. to name a private lane lying within a shared access easement recorded in Linn County Book 10111 Page 383 and Book 10291 Page 137 as Stone Ridge Lane

Authorize Board to sign, retroactive to April 22, 2019, letter supporting application to re-designate Cedar-Wapsi Recreational Byway as an Iowa Great Place.

Approve and authorize Chair to sign a letter of support on behalf of the Affordable Housing Network’s application to the Iowa Finance Authority’s HOME Tenant-Based Rental Assistance program for rental subsidies

Reports

Resolutions

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

Contract and Agreements

Approve and authorize Chair to sign an Agreement between Horizons and Linn County Community Services to provide financial literacy consultation services to Ryan White clients for contract term May 1, 2019 to June 30, 2020 reimbursing $65.00 for initial sessions

Approve and authorize Chair to sign 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

Approve and sign Adopt-A-Roadside application for Joseph M. Anton Family to adopt Cedar River Road from Hwy 30 to Hwy 1.

Approve and sign Adopt-A-Roadside application for Wapsi Hustlers 4H to adopt Troy Mills Road from Walker Road to Rundell Road.
Approve and sign Adopt-A-Roadside application for Farmers State Bank to adopt North Alburnett Road (county portions only) from County Home Road to Alburnett city limits.

Approve and sign Adopt-A-Roadside application for Troop 360 to adopt Alburnett Road (county portions only) from city limits south of Pinehurst Drive to County Home Road.

Approve and sign Adopt-A-Roadside application for Sierra Club (Cedar-Wapsie) to adopt county portions of N Center Point Road and County Home Road from intersection to ¼ mile from intersection in all 4 directions.

Licenses & Permits

Approve Premises Update for the Indian Creek Nature Center permitting Amber Mussman to assume liability for alcohol service for an event on May 10, 2019.

Approve Premises Update for the Indian Creek Nature Center permitting Zach D’Amico to assume liability for alcohol service for an event on May 11, 2019.

Approve Premises Update for the Indian Creek Nature Center permitting Chris Mueller to assume liability for alcohol service for an event on May 23, 2019.

Approve Special Class C Liquor License (5 days) for Hy-Vee #7 to serve alcohol at the Indian Creek Nature Center for a wedding on May 25, 2019, noting all conditions have been met.

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes
Discuss and decide on meeting minutes.

Harris Building Project Construction Update

Proclamation: 2019 Future Leaders of Linn County

Update on the Dows Farm Agri-Community Project

Resolution authorizing the transfer of $945,273 from the General Basic fund and $2,302,847 from the Rural Services fund, to the Secondary Roads fund.

Resolution authorizing the transfer of $1,500,000 from the Conservation LOST fund to the Debt Service fund.

Resolution authorizing the transfer of $1,450,487 from the General Basic fund to the Capital Projects fund.

Resolution authorizing the transfer of $5,000,000 from the General Supplemental fund to the General Basic fund.

Discuss Proposed Revisions to Resolution 2017-12-179, A Resolution Establishing Provisions for the Permitting and Use of Fireworks

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.
VACANCY FORM

SELECT ONE:
☐ NEW POSITION

SELECT ONE:
☐ NEW JOB CLASSIFICATION

JOB TITLE: Nurse Practitioner

DEPARTMENT: Linn County Public Health

VACANCY DATE: ________________

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: ____________________________

DEPARTMENT HEAD (original signature required)

DATE 4-9-19

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: ____________________________ STARTING SALARY: ____________________________

HR DIRECTOR COMMENTS: ____________________________

FINANCE/BUDGET DIRECTOR COMMENTS: ____________________________

APPROVED BY: ____________________________

HUMAN RESOURCES DIRECTOR

DATE 1/15/19

APPROVED BY: ____________________________

FINANCE/BUDGET DIRECTOR

DATE

APPROVED BY: ____________________________

CHAIRPERSON/BOARD OF SUPERVISORS

DATE
DATE SET FOR HEARING

Moved by Supervisor ______________________________________________________________
Seconded by Supervisor ___________________________________________________________
that the 1st day of May ___, 2019 at 10:00 A.M. be set as date for the hearing on
naming a private lane as Stone Ridge Lane.

NAME PRIVATE LANE LYING WITHIN A SHARED ACCESS EASEMENT
RECORDED IN LINN COUNTY BOOK 10111 PAGE 383 AND BOOK 10291
PAGE 137 AS STONE RIDGE LANE, IN SECTION 1, TOWNSHIP 84, RANGE 5.

Dated this ___________ day of ____________________________, 20__.

_________________________________
BOARD OF SUPERVISORS
LINN COUNTY, IOWA
April 22, 2019

Iowa Department of Cultural Affairs
600 East Locust Street
Des Moines, IA 50319

Dear Department of Cultural Affairs:

The Linn County Board of Supervisors is pleased to support the application to re-designate the Cedar-Wapsi Recreational Byway as an Iowa Great Place.

Since 2014 and the Amazing Space environmental education and recreation center project at Indian Creek Nature Center, we have continued our strong development efforts of the Cedar-Wapsi Recreational Byway for the benefit of citizens and travelers in and around Linn County. The Iowa Great Place grant program has been instrumental in the success of our efforts to create a recreational corridor concept to improve access to quality-of-life venues and experiences.

During the years of our prior designation, we have created a true recreational menu along Highway 13 to attract citizens and travelers to use these outdoor amenities in meaningful and purposeful ways. The opportunities extend from the northernmost point of Buffalo Creek Park in Coggon, to Pinicon Ridge Park in Central City, to Prospect Meadows Baseball and Softball complex in rural Marion, to Squaw Creek Park and Indian Creek Nature Center on the southern part of the byway, to the southernmost point of Palisades State Park on Highway 30. In addition, Linn County Conservation has started work on a new outdoor venue overlooking the Cedar-Wapsi that will greatly enhance the experience of all who utilize Linn County's Pinicon Ridge Park.

The Linn County Board of Supervisors enthusiastically supports the current and future efforts to make Linn County a better place to live, work and play through the Iowa Great Place program. We want to continue our efforts to make the Cedar-Wapsi Recreational Byway a premier outdoor amenity for the recreational enjoyment of all our citizens and visitors to our community.

Sincerely,

Stacey Walker
Chair

Ben Rogers
Supervisor, District 2

Brent Oleson
Supervisor, District 3
April 24, 2019

Iowa Finance Authority
1963 Bell Ave., Suite 200
Des Moines, Iowa 50315

To Whom it May Concern:

The Linn County Board of Supervisors is pleased to submit this letter of support for the Affordable Housing Network, Inc.’s (AHNI) application to the Iowa Finance Authority’s (IFA) HOME Tenant-Based Rental Assistance (TBRA) program. AHNI seeks to provide rental subsidies, including security and utility deposits, for homeless households in Cedar Rapids and Clinton, Iowa working toward substance use disorder recovery.

As an advocate for homeless and/or recovering families and individuals, Linn County fully endorses AHNI’s request and believes it is critical to meeting the housing needs of a vulnerable population.

Safe and stable housing is a crucial factor in the well-being of households that have experienced homelessness and are recovering from substance use disorders. With the rental assistance from IFA, AHNI and their community partner Area Substance Abuse Council (ASAC) will offer a cost-effective program to provide homeless households an opportunity to live in community-based and market rate housing, which will continue to support positive recovery.

Please consider this letter as an indication of Linn County’s support for AHNI’s application for TBRA funding, which will help maintain and preserve affordable housing for vulnerable populations.

Thank you for the opportunity to voice support for AHNI, a state-certified Community Housing Development Organization (CHDO); and their HOME TBRA project, which we believe is important for the successful recovery of these households in Eastern Iowa.

Sincerely,

Stacey Walker
Chair, Linn County Board of Supervisors
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.
AGREEMENT BETWEEN HORIZONS, A FAMILY SERVICE ALLIANCE AND LINN COUNTY COMMUNITY SERVICES

THIS AGREEMENT is made and entered into on the 1st day of May 2019, by and between Horizons, A Family Service Alliance (Horizons) and LINN COUNTY COMMUNITY SERVICES.

The parties agree as follows:

1. PURPOSE. The purpose of this Agreement is to provide financial literacy consultation services to LINN COUNTY COMMUNITY SERVICES clients. Consultation services will be located at Horizons (819 5th St. SE, Cedar Rapids, IA 52401).

2. All services will be under the direction of an NFCC Certified Consumer Credit Counselor.

3. TERM. The term of this Agreement shall be from the 1st day of May 2019 to June 30, 2020. The parties hereto agree this Agreement shall be effective upon its execution by all parties.

4. RESPONSIBILITIES OF THE PARTIES

A. Horizons agrees to the following:

1. Horizons agrees to provide
   - Financial literacy consultation services as requested by LINN COUNTY COMMUNITY SERVICES. Consultations include a review of income and expenses along with recommendations to increase income and reduce expenses. The participant’s savings and banking habits will also be reviewed. A credit report will be obtained and reviewed for any barriers that should be overcome. A balanced budget will be provided to the client for further review. An action plan will be created showing steps to improve the financial picture.

2. The parties agree that all real and/or personal property belonging to a party shall be and remain the property of that party.

3. Support the collection of outcome measures in order to evaluate the effectiveness of programming.

B. LINN COUNTY COMMUNITY SERVICES:

1. Provide a referral by email or fax prior to client scheduling counseling services.

2. Reimbursement for services for financial literacy consultation $65 per initial session. No Charge for any additional sessions requested.
3. Support the collection of outcome measures in order to evaluate the effectiveness of programming.

5. **INDEMNIFICATION.** Each party (the “Indemnifying Party”) hereby agrees to indemnify and hold harmless the other party (the “Indemnified Party”) from and against all claims, damages, losses and expenses (including but not limited to attorneys’ fees and expenses of defense) arising out of, resulting from or caused in whole or in part by any third party claim pertaining to any intentional or negligent act or omission to act of the Indemnifying Party or any of its employees, agents or representatives. The Indemnified Party shall give prompt written notice of any claim made against it to the Indemnifying Party, which shall have the right (but not the duty) to undertake and conduct the defense of such claim. In the event that the Indemnifying Party assumes the defense of such claim, the Indemnified Party shall in good faith assist the Indemnifying Party in such defense.

5. **TERMINATION:**

A. **Termination for Cause:** The occurrence of any one or more of the following events shall constitute cause for any of the parties included within this Agreement to declare another party in default of its obligations under the Agreement:
   a. Failure to make substantial and timely progress toward performance of the Agreement.
   b. Failure of another party’s work product and services to conform to any specifications noted herein.
   c. Any other breach of the terms of this Agreement.

B. **Notice of Default:** If there occurs a default event under Section 5A, the non-defaulting party or parties shall provide written notice to the defaulting party or parties, requesting that the breach or noncompliance be immediately remedied. In the event that the breach or noncompliance continues to be evidenced ten (10) days beyond the date specified in the written notice, the non-defaulting party or parties may either:
   a. Immediately terminate the Agreement without additional written notice; or,
   b. Enforce the terms and conditions of the Agreement and seek any available legal or equitable remedies.

In either event, the non-defaulting party or parties may seek damages as a result of the breach or failure to comply with the terms of the Agreement including reasonable attorneys’ fees.

C. **Disposition of Property:** Upon the expiration or earlier termination of this Agreement, each party shall have sole custody and use of its respective property.
6. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

7. **ENTIRE AGREEMENT.** This Agreement constitutes the entire agreement between the parties and supersedes any prior agreements or undertakings between them with respect to the subject matter hereof. This Agreement may be amended or modified only by a written amendment hereto executed by both parties.

8. **CONTACT PERSONS:**

The Contact Person(s) shall serve until the expiration of the Agreement or the designation of a substitute Contact Person(s). During the term of this Agreement, each Contact Person shall be available to meet, as otherwise mutually agreed, to plan the services being provided under the Agreement. The Contact Persons are as follows:

**LINN COUNTY COMMUNITY SERVICES**

NICHOLE BAKER-JONES, *Program Coordinator*
1240 26th Ave Ct SW
Cedar Rapids, IA 52404

Mike Barnhart, CEO
819 5th St. SE
Cedar Rapids, IA 52401

**LINN COUNTY COMMUNITY SERVICES**

By: ___________________________ Date: ________________
*Program Coordinator*

**Horizons, A Family Service Alliance**

By: ___________________________ Date: ________________
CEO
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

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)

By: ________________________________
   Authorized Signature
Printed Name: ________________________________
Title: ________________________________
Date: ________________________________

ENVIRONMENTAL SYSTEMS
RESEARCH INSTITUTE, INC.
(Esri)

By: ________________________________
   Authorized Signature
Printed Name: ________________________________
Title: ________________________________
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](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. Customer 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](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](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

<table>
<thead>
<tr>
<th>Product</th>
<th>Total Qty. to Be Deployed</th>
</tr>
</thead>
<tbody>
<tr>
<td>ArcGIS Desktop: ArcGIS Desktop Advanced, Standard, and Basic (Single &amp; Concurrent Use)</td>
<td>Uncapped</td>
</tr>
<tr>
<td>ArcGIS Enterprise: ArcGIS Enterprise and Workgroup (Advanced and Standard)</td>
<td>Uncapped</td>
</tr>
<tr>
<td>ArcGIS GIS Server: Advanced, Standard, Basic</td>
<td>Uncapped</td>
</tr>
<tr>
<td>ArcGIS Enterprise Additional Capability Servers: ArcGIS Image Server, ArcGIS GeoEvent Server</td>
<td>Uncapped</td>
</tr>
<tr>
<td>Mapping and Charting solutions: Esri Production Mapping for Desktop</td>
<td>Uncapped</td>
</tr>
</tbody>
</table>

Table A-2
EA Products—Capped Quantities

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

<table>
<thead>
<tr>
<th>Product</th>
<th>Number of Subscriptions</th>
<th>Named Users per Subscription</th>
<th>Annual Credits per Subscription</th>
</tr>
</thead>
<tbody>
<tr>
<td>ArcGIS Online Subscription: Organizational</td>
<td>1</td>
<td>20 (level 2)</td>
<td>10,000</td>
</tr>
<tr>
<td>ArcGIS Enterprise Named Users</td>
<td>-</td>
<td>80 (level 2)</td>
<td>-</td>
</tr>
</tbody>
</table>
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.

<table>
<thead>
<tr>
<th>Payments</th>
<th>Year 1 (July 10, 2019 – July 9, 2020)</th>
<th>Year 2 (July 10, 2020 – July 9, 2021)</th>
<th>Year 3 (July 10, 2021 – July 9, 2022)</th>
<th>EA Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>$120,000</td>
<td>$125,000</td>
<td>$130,000</td>
<td>$375,000</td>
<td></td>
</tr>
</tbody>
</table>

| 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 C
COUNTY ANNUAL DEPLOYMENT REPORT

SAMPLE REPORT—This report will be provided to Esri annually as an Excel spreadsheet or in a comparable format.

<table>
<thead>
<tr>
<th>PRODUCT</th>
<th>Count</th>
<th>PRODUCT</th>
<th>Count</th>
</tr>
</thead>
<tbody>
<tr>
<td>ArcGIS Desktop—Single Use (SU)</td>
<td></td>
<td>ArcGIS Enterprise</td>
<td></td>
</tr>
<tr>
<td>ArcGIS Desktop—SU</td>
<td></td>
<td>ArcGIS Enterprise Extensions</td>
<td></td>
</tr>
<tr>
<td>ArcGIS Desktop Extensions</td>
<td></td>
<td>Other</td>
<td></td>
</tr>
</tbody>
</table>
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
## 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.

<table>
<thead>
<tr>
<th></th>
<th>Name</th>
<th>Address</th>
<th>Phone</th>
<th>Fax</th>
<th>Email</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Jason Siebrecht</td>
<td>1240 26th Ave Court SW</td>
<td>(319) 892-5275</td>
<td></td>
<td><a href="mailto:jason.siebrecht@linncounty.org">jason.siebrecht@linncounty.org</a></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Cedar Rapids, IA 52404</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Matt Boyle</td>
<td>1240 26th Ave Court SW</td>
<td>(319) 892-5250</td>
<td></td>
<td><a href="mailto:Matthew.Boyle@linncounty.org">Matthew.Boyle@linncounty.org</a></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Cedar Rapids, IA 52404</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Peter Konrad</td>
<td>1240 26th Ave Court SW</td>
<td>(319) 892-5250</td>
<td></td>
<td><a href="mailto:Peter.Konrad@linncounty.org">Peter.Konrad@linncounty.org</a></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Cedar Rapids, IA 52404</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Dylan Nielsen</td>
<td>1240 26th Ave Court SW</td>
<td>(319) 862-5250</td>
<td></td>
<td><a href="mailto:Dylan.Nielsen@linncounty.org">Dylan.Nielsen@linncounty.org</a></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Cedar Rapids, IA 52404</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Phil Lowder</td>
<td>1240 26th Ave Court SW</td>
<td>(319) 892-5250</td>
<td></td>
<td><a href="mailto:Phil.Lowder@linncounty.org">Phil.Lowder@linncounty.org</a></td>
</tr>
<tr>
<td></td>
<td></td>
<td>Cedar Rapids, IA 52404</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
COUNTY OF LINN

PROCLAMATION

FUTURE LEADERS OF LINN COUNTY

WHEREAS, informed citizens who actively participate in government are essential to preserving and fostering our system of democracy and self-government; and,

WHEREAS, civic education is fundamental in preparing students to knowledgeably and effectively participate in government; and,

WHEREAS, providing students an opportunity to understand civic principles and the rights and responsibilities of citizens in a democracy is central to promoting civic education; and,

WHEREAS, because people learn by doing, it is advantageous for citizens to gain awareness and applicable experience in order to carry out their rights and fulfill their civic responsibilities; and,

WHEREAS, it is vital for the community, schools, elected officials and all levels of government to promote and support civic education and to prepare responsible citizens; and,

WHEREAS, local government is closest to the people and the majority of basic services are provided by local government; and,

WHEREAS, local government provides citizens the greatest and most direct opportunity to positively impact the issues, needs and concerns of their communities; and,

WHEREAS, the Linn County Board of Supervisors believes educating and interesting students in local government with relevant and authentic experiences will result in better prepared and informed future leaders; and,

WHEREAS, the Linn County Board of Supervisors is excited to provide select Linn County students with a fully immersed, hands-on, comprehensive simulation in local government.

NOW, THEREFORE, the Linn County Board of Supervisors hereby proclaims Wednesday April 24, 2019, as Future Leaders of Linn County Day, and encourages residents to provide civic education and experiences to Linn County students.

Linn County Board of Supervisors

Chairperson
RESOLUTION FOR INTERFUND TRANSFER

WHEREAS, it is desired to transfer monies from the General Basic fund and Rural Services fund to the Secondary Roads fund and,

WHEREAS, said operating transfer is in accordance with Section 331.432, Code of Iowa,

NOW, therefore be it resolved by the Board of Supervisors of Linn County, Iowa, as follows:

The sum of $945,273 is ordered to be transferred from the General Basic fund to the Secondary Roads fund and $2,302,847 is ordered to be transferred from the Rural Services fund to the Secondary Roads fund, as allowed under the Code of Iowa maximum transfer limits.

The above and foregoing resolution was adopted by the Board of Supervisors of Linn County, Iowa, on April 24, 2019, the vote thereon being as follows:

AYE: LINN COUNTY BOARD OF SUPERVISORS
NAY: _______________________________
ABSTAIN: Chairperson
ABSENT: _______________________________
Vice Chairperson
__________________________
Supervisor

Attest:

Joel D. Miller, Linn County Auditor
RESOLUTION FOR INTERFUND TRANSFER

WHEREAS, it is desired to transfer monies from the General Basic fund to the Debt Service fund and,

WHEREAS, said operating transfer is in accordance with Section 331.432, Code of Iowa,

NOW, therefore be it resolved by the Board of Supervisors of Linn County, Iowa, as follows:

The sum of $1,500,000 is ordered to be transferred from the Conservation Local Option Sales Tax fund to the Debt Service fund for payment of the fiscal year 2019 Dows Farm principal and interest.

The above and foregoing resolution was adopted by the Board of Supervisors of Linn County, Iowa, on April 24, 2019, the vote thereon being as follows:

AYE:
NAY:
ABSTAIN:
ABSENT:

LINN COUNTY BOARD OF SUPERVISORS

________________________________________
Chairperson

________________________________________
Vice Chairperson

________________________________________
Supervisor

Attest:

________________________________________
Joel D. Miller, Linn County Auditor
RESOLUTION FOR INTERFUND TRANSFER

WHEREAS, it is desired to transfer monies from the General Basic fund to the Capital Projects fund and,

WHEREAS, said operating transfer is in accordance with Section 331.432, Code of Iowa,

NOW, therefore be it resolved by the Board of Supervisors of Linn County, Iowa, as follows:

The sum of $1,450,487 is ordered to be transferred from the General Basic fund to the Capital Projects fund for the remainder of the annual capital improvement plan funding.

The above and foregoing resolution was adopted by the Board of Supervisors of Linn County, Iowa, on April 24, 2019, the vote thereon being as follows:

AYE: LINN COUNTY BOARD OF SUPERVISORS
NAY: _________________________________
ABSTAIN: Chairperson
ABSENT: _______________________________

_____________________________________ Vice Chairperson

______________________________________ Supervisor

Attest:

___________________________________
Joel D. Miller, Linn County Auditor
WHEREAS, it is desired to transfer monies from the General Supplemental fund to the General Basic fund and,

WHEREAS, said operating transfer is in accordance with Section 331.432, Code of Iowa,

NOW, therefore be it resolved by the Board of Supervisors of Linn County, Iowa, as follows:

Section 1. The sum of $5,000,000 is ordered to be transferred from the General Supplemental fund to the General Basic fund to replace FICA, IPERS, and insurance costs paid from the General Basic fund.

Section 2. The Auditor has been directed to correct his books accordingly and to notify the Treasurer of this operating transfer, accompanying the notification with a copy of this resolution and the record of its adoption.

The above and foregoing resolution was adopted by the Board of Supervisors of Linn County, Iowa, on April 24, 2019, the vote thereon being as follows:

AYE:
NAY:
ABSTAIN:
ABSENT:

LINN COUNTY BOARD OF SUPERVISORS

__________________________
Chairperson

__________________________
Vice Chairperson

__________________________
Supervisor

Attest:

Joel D. Miller, Linn County Auditor