Call to Order

Public Comment: Five Minute Limit per Speaker
This comment period is for the public to address topics on today’s agenda.

Minutes
Discuss and decide on meeting minutes.

COVID-19 Budget Update
Discuss a proposed Fiscal Year 2021 Transit Purchase of Service Contract between East Central Iowa Council of Governments (ECICOG) and Linn County to provide public transit service
Discuss a Vacancy Form requesting a Summer Intern for the Linn County Attorney’s Office
Discuss a Vacancy Form requesting an Environmental Health Specialist for the Public Health Department
Discuss a Vacancy Form requesting an Elections Systems Manager for the Auditor’s office
Discuss renewal of Health Solutions Master Services Agreement for FY21.
Discuss revision of the Paid Leave Policy—Long Term Leave accruals (applicable to management/confidential employees) pursuant to bargained changes in the Sergeants’ and County Attorneys’ union contracts effective July 1, 2020.
Discuss carryforward of the Fiscal Year 2020 unemployment fund balance for use in Fiscal Year 2021 for diversity and inclusion (video, training, affirmative action, recruitment), employee engagement (speaker, event), and LC3 project management (coaching, team support for product, VOC and accountability work).
Discuss Linn County Historic Preservation Commission Fiscal Year 2021 Preservation Grant funding recommendations
Discuss a proposed Professional Services Agreement between Linn County and Snyder & Associates, for a Tower Terrace Road National Environmental Policy Act (NEPA) and Design Study Report
Post-Election Audit Report from the June 2, 2020 Primary Election.

Public Comment: Five Minute Limit per Speaker
This is an opportunity for the public to address the board on any subject pertaining to board business.
Payroll Authorizations
Discuss and decide on Employment Change Roster (payroll authorizations).

Claims
Discuss and decide on claims.

Correspondence

Appointments

Closed Session
The Board will enter into a closed session to discuss pending litigation, pursuant to Code of Iowa 21.5(1)(c).

Adjournment

To adhere to social distancing requirements, Linn County employees and the public may participate in this meeting as follows:
  1) Conference call—telephone number 866-576-7975, access code 218839#
  2) Email questions or comments prior to or during the meeting to: bd-supervisors@linncounty.org

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.
Whereas, this contract is between the contractor, East Central Iowa Council of Governments, hereinafter referred to as ECICOG, and the subcontractor, Linn County Transportation, hereinafter referred to as LIFTS; and

Whereas, ECICOG, as CorridorRides, has been officially designated as the regional transit system for Iowa Transit Region 10 pursuant to Section 324A.1 of the Code of Iowa; and

Whereas, LIFTS is a provider of passenger transit services and has the desire and capability to provide public transit services on behalf of the regional transit system within Linn County, Iowa;

Now, therefore, the parties do hereby mutually agree as follows:

A. Purpose and Timeframe
1. The purpose of this contract is to arrange for public transit service to the residents of Linn County on behalf of the designated regional public transit system (CorridorRides), and establish procedures through which ECICOG can provide federal and state operating assistance to LIFTS for such service, ensure LIFTS's compliance with state, federal, and regional transit regulations (see CorridorRides Handbook), and provide a method for LIFTS to report service achievements to ECICOG.

2. The contract period shall begin on July 1, 2020 and continue through June 30, 2021. Any extension or renewal of this contract shall be in writing and mutually agreed upon by both parties.

3. The service covered under this contract shall fully conform to the rules and regulations promulgated by the Iowa Department of Transportation (IDOT) and the Federal Transit Administration (FTA).

B. Description of Service
1. All transit services funded under this contract will be provided as demand responsive by LIFTS and open to all members of the general public at all times on an equal basis.

2. Minimum service requirements have been established by ECICOG and are generally as follows:
   - Operate Monday-Friday, 7 AM-5 PM.
   - Demand responsive (no fixed stops or times)
   - Open to the public (not limited to specific populations).
   - Minimum 24-hour advance reservation. (unless otherwise approved under additional services, see section B.7).
   - Maximum 7-day advance reservations.
- No standing reservations (with the exception of shuttles and contract service).
- Contract is for service in home county.

3. A reasonable fare will be established by LIFTS. Reduced fares or suggested donations may be offered to clients, but fares required by any member of the general public shall fairly reflect the benefits of state and federal transit subsidies.

4. LIFTS shall provide information regarding the availability of service to the general public including subscriptive routes, times of service, fares, and reservation policies and procedures.

5. Additional passenger transit services may be provided on an incidental basis, but these incidental services may not be subsidized with state or federal transit operating assistance funds. Incidental service is non-public transit service offered during times when a vehicle is not needed for public transit services and includes meal delivery and restricted client (not-open-to-the-public) transit. It may also include charter service to other groups provided such groups are eligible under FTA charter rules. Incidental services shall adhere to the following:
   - Such incidental services shall not exceed 20% of the total usage of any vehicle provided by ECICOG.
   - Incidental service shall not interfere with or take priority over LIFTS general public service.
   - LIFTS must also report separately to ECICOG the times of service, miles, hours, ridership, revenues, and expenses for incidental service.

6. Service can be provided to the general public with third-party contracts for elderly, disabled, and human service agencies. Service under these contracts will remain open to the general public but may be targeted toward serving these agency clients. The level of service shall include any combination of demand-response, subscription, and/or deviated route service and shall be similar to that as outlined in ‘B2’.

7. Recognizing that public transit services may need to be provided outside of the home county, or outside of the established dates and times outlined in B.2 above, a process for accommodating exceptions has been established. Such trips must prove beneficial to the regional transit system. This process is as follows:
   
   Written Proposal shall be submitted to ECICOG on the “Request for Additional Contracted Services” form (Appendix A):
   A. Description of proposed service.
   B. Description of funding sources and operating budget for proposed service.
   C. Timeline for implementation and delivery of service.
   D. Description of public input opportunities.
   E. Discussion of how basic services will be impacted.
   F. Signature of authorized signatory for provider.

Implementation:
A. Staff review and comment.
B. Review by TOG with recommendation (meets quarterly).
C. Reviewed by Board with formal approval.

8. Additional subcontracting of capital and/or operations is not allowed under this contract.

9. Public allowed to schedule rides by utilizing LIFTS scheduling/dispatch service.

10. Service may be provided for regionally beneficial trips outside of the home county, but within the six-county ECICOG region, for trips with a medical purpose including, but not limited to, MCO Transportation brokers.

11. Service may be provided for emergency preparedness and disaster response as referenced in Chapter 15 of the Iowa Transit Manager's Handbook.

C. Vehicle Responsibilities

1. Vehicles for the provision of services described in this contract shall be supplied by ECICOG to LIFTS. ECICOG will lease equipment to LIFTS through a purchase of service contract that is updated annually. A transit equipment user agreement and a listing of the leased vehicles and other leased equipment are found in Appendix B and Appendix C.

2. Vehicles supplied by ECICOG shall be subject to rotation with other vehicles in ECICOG's regional fleet in order to maintain the federally prescribed minimum annual utilization of 10,000 miles for each vehicle in the fleet that has an odometer reading of less than 100,000 miles. ECICOG will monitor the annual mileage and assist LIFTS with this rotation to help assure that the required mileage is obtained.

3. LIFTS shall assure that the transit equipment, both owned by LIFTS or leased by ECICOG, is maintained in a safe and clean mechanical condition and in compliance with federal, state, and local vehicle safety laws and ordinances. The cost of all vehicle maintenance, repairs, and operations shall be the responsibility of LIFTS. All repairs will be made promptly.

4. ECICOG is responsible for obtaining the necessary vehicle title registrations and annual license registration renewals.

5. LIFTS shall insure all services funded under this contract and all uses made of vehicles provided by ECICOG with the following minimum coverage:
   - Commercial Liability - $1,000,000
   - Uninsured and Underinsured Motorist - $1,000,000

LIFTS shall list ECICOG as an additional insured on vehicle insurance policies. LIFTS shall provide ECICOG with a certificate of insurance or other document that ensures this coverage is in effect. Such insurance shall not be canceled without at least 30 days written notice to ECICOG.
6. All vehicles provided by ECICOG or owned by the LIFTS and providing public transit service shall conform to Federal/State established, and ECICOG’s subsequent, vehicle signage policy.

D. Operations Responsibilities
1. Drivers for all transit services provided under this contract shall be employed by LIFTS. LIFTS shall employ sufficient personnel to implement service and to obtain the services of back-up personnel to assure continuous service. All drivers shall be required to have a valid chauffeurs or commercial driver's license applicable to the type of vehicles which they are responsible for operating and as required by state and federal laws. All drivers will also comply with FTA Drug and Alcohol program testing requirements and no driver can operate a vehicle unless they have passed a pre-employment drug test and are part of a random test pool.

2. Scheduling and dispatching shall be provided by LIFTS.

3. Training of operational personnel, both paid and volunteer, shall be provided by LIFTS and shall be assisted by ECICOG if requested by LIFTS. LIFTS shall require the same entry level/basic training for its volunteers as is required of its paid employees.

4. Dissemination of information about transit services provided under this contract shall be the responsibility of LIFTS.

5. LIFTS shall assume full responsibility for the operation of vehicles, both owned by LIFTS or leased by ECICOG. LIFTS shall implement methods to address requests for service, identify fare categories by rider, make necessary variances to schedules or routes, and provide complete information about the availability of service to the general public.

6. LIFTS shall be responsible for vehicle/driver backup and recourse if service cannot be provided in accordance with this contract. Recourse can include but is not limited to loss of federal and state operating assistance, loss of regional vehicle use, or back payment of any operating assistance that may have been provided for the specific service. The ECICOG Board of Directors shall determine this recourse.

E. Other LIFTS Responsibilities
1. LIFTS shall serve as an independent subcontractor of ECICOG.

2. LIFTS shall maintain accounting and records for all services rendered and shall assure that all persons handling project funds, including passenger revenues, are bonded to levels appropriate for the amount of funds handled.

3. LIFTS shall be included in a county audit or secure an annual independent audit of its transit program including services provided under this contract. A copy of the audit shall be provided to ECICOG.

4. LIFTS shall permit inspection of its vehicles, services, books, and records by ECICOG or agencies providing funding to ECICOG upon the request of ECICOG.

5. LIFTS shall accept all risk and indemnity and hold ECICOG and the IDOT harmless from all losses, damage, claims, demands, liabilities, suits, or proceedings, including court costs, attorney and witness fees relating to loss or damage to property.
or to injury or death of any person arising out of the acts or omissions of LIFTS or its employers or agents.

6. LIFTS shall comply with all applicable state and federal laws and/or administrative rules including but not limited to the FTA charter rule, equal employment opportunity, affirmative action, traffic control, nondiscrimination, motor vehicle equipment, confidentiality, freedom of information, and FTA/IDOT requirements for drug and alcohol testing. The cost for implementing these laws/rules shall be the responsibility of LIFTS.

7. LIFTS shall participate on the ECICOG Transit Operators Group and shall supply such information as is necessary for the preparation of the annual Region 10 Transportation Improvement Program, Consolidated Transit Application, the Passenger Transportation Development Plan, the Long Range Transportation Plan, and any other document ECICOG/IDOT requires or prepares.

8. LIFTS shall coordinate with other transit providers and pursue agreements and service contracts with other agencies that provide or need to purchase transportation. ECICOG shall prepare all contracts and all contracts shall be approved by ECICOG and IDOT.

9. LIFTS shall submit in writing the estimated annual level of service for the upcoming contractual year. This shall include total ridership and revenue hours. LIFTS shall also provide the estimated budget for providing this service.

10. LIFTS estimated fully allocated costs for service are as follows:
    
    | Service | est. Revenue hours | allocated cost of service |
    |---------|--------------------|---------------------------|
    | County  | 9,800              | $946,380                  |
    | City    | 12,400             | $1,197,300                |
    
    FY21 Estimated operating budget: $2,143,839
    FY21 Estimated revenue hours: 22,200
    FY21 Estimated overall cost per revenue hour: $96.56

11. LIFTS shall also agree to participate in the regional ITS program as developed by the ECICOG Board. Participation shall include:
    
    - provision of Routematch service data for use in regional data reports;
    - attendance at user meetings as applicable;
    - documentation of operational and/or administrative back up procedures;
    - provision of other information and cooperation that may be necessary to assess the benefits, costs or implementation requirements of the regional ITS program.
    - Participation and financial obligation for utilizing Routematch service, including maintenance and support as part of region-wide agreement

F. Other ECICOG Responsibilities
1. ECICOG shall provide regional operating subsidies to LIFTS for public transit services under the terms identified in this contract. These include but are not limited to STA, 5310, 5311, and local participation.
2. ECICOG shall, based on information supplied by LIFTS, other subcontractors, and its own records, prepare all required reports to the IDOT.

3. ECICOG shall assist LIFTS as necessary in the design and scheduling of transit services to meet the needs of the service area.

4. ECICOG shall accept all risk and indemnity and hold LIFTS harmless from all losses, damage, claims, demands, liabilities, suits, or proceedings, including court costs, attorney and witness fees relating to loss or damage to property or to injury or death of any person arising out of the acts or omissions of ECICOG or its employers or agents.

G. Compensation
1. Based upon the projected revenues that ECICOG will receive from the IDOT contracts and contingent upon ECICOG’s receipt of such funds, operating assistance to providers shall be assessed exactly like IDOT’s distribution formula to the regional transit systems. (See Appendix D for a complete explanation of the distribution formula). For Fiscal year 2021, estimated regional FTA assistance is $793,344 and STA is $523,753. Actual subsidies to LIFTS will be dependent on FY20 year-end operating statistics. Reimbursements to LIFTS related to COVID-19 expenses will also be eligible for reimbursement from ECICOG from the Federal CARES program.

2. Subsidy payments for public transit services under this contract shall be on a quarterly basis.

3. All passenger revenues shall be applied to the costs of transit services prior to application of regional operating assistance and shall be considered to have expanded the level of services compared to what would be available without such resources.

4. It shall be the responsibility of LIFTS to address shortfalls of anticipated funding from any source or if the actual level of fully allocated costs of service increase above estimated levels. ECICOG encourages the establishment of budget reserves to protect against possible revenue shortfalls or service cost increases.

5. ECICOG reserves the discretion to adjust operating assistance distributions when deemed appropriate by ECICOG due to extraordinary or extenuating circumstances.

H. Reporting
1. Within 30 days after the end of each month, LIFTS shall provide ECICOG with a monthly financial report for services rendered in the previous month including a report of program revenues and program expenses.

2. Within 30 days after the end of each fiscal quarter (October 1, January 1, April 1, August 1), LIFTS shall furnish ECICOG with information concerning LIFTS transit service provided during the preceding quarter. The statistical information will be reported to ECICOG on forms provided by ECICOG or in a format approved by ECICOG. LIFTS shall provide the following reports:
   - Quarterly Statistical Reports-(Fully allocated costs for services, trips, miles, hours, etc.)
   - Quarterly Vehicle Odometer Readings
• Quarterly Fuel Tax Reports
• Disadvantaged Business Enterprise Contracting Opportunities
• Other reports as required by the IDOT or ECICOG contracts

Note: All reports shall be reviewed and approved by Transit Manager/Director before submittal.
Note: Failure to provide such information on a timely basis may delay subsidy payments as described in section ‘G1’.

3. The following items shall be reported by LIFTS to ECICOG on an on-going basis:
   • Accidents involving vehicles owned by ECICOG
   • Cancellations or significant delays/changes in services provided under this contract
   • Emergency use of subcontractors to avoid service interruptions.

4. On an annual basis, LIFTS shall submit to ECICOG, a copy of an approved budget.

I. Operational Review Report
1. Within 60 days of the end of this agreement, ECICOG shall perform an operational review and report of the LIFTS program to ensure compliance with the terms of this agreement.

2. LIFTS will have 60 days following the issuance of said report to remedy any identified operational deficiencies, and shall document to ECICOG’s satisfaction all remedial actions taken.

3. Operational deficiencies not addressed within the 60-day period may result in ECICOG’s termination of any and all agreements with LIFTS.

J. Entire Agreement
1. This contract contains the entire agreement between LIFTS and ECICOG. There are no other agreements or understandings, written or verbal, which shall take precedence over the items contained herein unless made a part of this contract by amendment procedure.

K. Amendments
1. Any changes to this contract must be in writing and receive the concurrence of ECICOG and the IDOT.

L. Termination
1. Termination of this contract may be made by either party through written notice to the other party at least 30 days prior to the date of termination.

M. Saving Clause
1. Should any provision of this contract be deemed invalid by a court of law, all other provisions shall remain in effect.
N. Assignability and Subcontracting
1. This contract is not assignable to any other party without the written approval of ECICOG and the concurrence of the IDOT.

2. No part of the transit services described in this contract may be subcontracted by LIFTS without the written approval of ECICOG and the IDOT.

3. Notwithstanding the provisions in 'N.2.' above, it is hereby agreed that LIFTS may, under emergency circumstances, temporarily subcontract any portion of the service if it is deemed necessary by LIFTS to avoid a service interruption. ECICOG shall be notified, in advance if possible, each time this provision is invoked.

O. Adoption
1. This contract agreement is adopted by both parties as signed and dated below, subject to the concurrence of the IDOT.

For LIFTS:

____________________________________    Date: ______________

For ECICOG:

____________________________________    Date: ______________
APPENDIX A

REQUEST FOR ADDITIONAL CONTRACTED SERVICES

For office use only

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</table>

DATE: _____________ PROVIDER NAME: _____________________

Non-Incidental Service: ◐ Incidental Service: ◐

1. Description of proposed service:
   A: Description of service:

   B: Estimated number of people using the service:

   C: Estimated number of trips service provides:

2. Description of funding sources and operating budget for proposed service:

   Revenues:
   - Local Govt. (indicate sources): __________
   - ECICOG asst.: __________________________
   - Pass. Rev.: _____________________________
   - Other/contract rev.: ____________________
   - Private Cont./donations: ________________
   Totals: _________________________________

   Expenses:
   - Maint. Cost: ______________
   - Fuel Cost: ________________
   - Labor: _________________
   - Cap. Replac.: ______________
   - Admin: ________________
   - Other (source): ____________
   Totals: ____________________
3. Timeline for implementation and delivery of service:

4. Description of public input opportunities:

5. Discussion of how basic services will be impacted:

______________________________________                     _________
(Authorized signatory for provider)                     (Date)
This appendix is a supplement to ECICOG and LIFTS’s FY 2020 Transit Purchase of Service Contract and is contingent upon the approval of said Purchase of Service contract.

A. Equipment Leased
ECICOG hereby allows LIFTS use of the equipment with all accessories incorporated therein or affixed thereto as listed in Appendix B of this agreement (all hereinafter referred to as equipment). This listing will be updated annually.

B. Rent
ECICOG will not charge a rental fee for this user agreement. When a vehicle is eligible for replacement with federal or state funding, LIFTS shall cover the non-federal/state portion of the vehicle cost and will receive the same percentage of funds contributed upon vehicle disposal; the same method will apply for expansion vehicles utilizing federal or state funds.

C. Title
LIFTS acknowledges that this is an agreement for use only. LIFTS does not in any way own title to the equipment.

D. Warranties and Waiver
LIFTS acknowledges that ECICOG has not made and does not provide any warranty with respect to the condition, quality, or durability of the equipment. LIFTS agrees that ECICOG and the IDOT shall not be held liable to LIFTS for any liability, claim, loss, damage, or expense of any kind or nature caused directly or indirectly by the equipment.

E. Use and Operation
LIFTS acknowledges receipt of equipment, and that the equipment is in condition satisfactory to LIFTS and is suitable for LIFTS purposes. The equipment shall not be altered, marked, or additional equipment installed without the prior consent of ECICOG, in which case LIFTS will bear the expense thereof as well as the restoration expenses. LIFTS shall keep equipment free of all taxes, liens, and encumbrances. LIFTS shall not use or permit the use of equipment in violation of any federal, state, regional, county, or city laws, ordinances, rules, or regulations, or contrary to the provisions of the insurance policy coverage. LIFTS shall use the equipment only for mass transit or mass transit-related services which fully conform with the rules and regulations promulgated by the IDOT.

Additional subcontracting of capital is not allowed under the Purchase of Service Contract.

F. Maintenance and Repairs
LIFTS shall pay for and furnish all maintenance and repairs to keep the equipment in good working condition. At the expiration or termination of this Lease, the equipment will be returned to ECICOG in good condition, with reasonable wear and tear expected. LIFTS shall permit ECICOG and its designees to inspect equipment at reasonable times, places, and intervals.

**G. Expenses**
LIFTS shall pay all expenses incurred in the use and operation of the equipment, including, but not limited to licenses, registration and title fees, gasoline, lubricants, antifreeze, repairs, maintenance, alterations, tires, storage, fines, inspections, assessments, sales or use taxes, and all other taxes as may be imposed by law from time to time arising from LIFTS use and operation of the equipment.

When possible, ECICOG will register and license said equipment through the Iowa Department of Transportation's system for official transit registrations and licenses.

**H. Insurance**
LIFTS agrees that it will at all times and at its own expense procure and maintain casualty, liability, and workmen's comprehensive insurance on the equipment which provides sufficient coverage to meet all local and state standards for injury, death, and property damage, and uninsured and underinsured motorist coverage, protecting ECICOG against such losses, damages, injuries, claims, demands and expenses on account of injury to any person or persons, or to any property belonging to any person or persons, by reason of such casualty, accident, or other happenings by or with equipment during the term of this Lease. Certificates or copies of said policy or policies shall be provided to ECICOG.

LIFTS shall at all times and at its own expense keep equipment insured against all loss, damage, or destruction, theft, and physical damage, with LIFTS assuming all deductible amounts for collision and for comprehensive coverage. LIFTS shall provide to ECICOG certificates or copies of said policy or policies.

LIFTS shall provide and pay for any other insurance or bond that may be required by any governmental authority as a condition to, or in connection with, LIFTS use of the equipment.

In the event equipment is involved in an accident, damaged, stolen, or destroyed, LIFTS shall promptly notify ECICOG and will also comply with all terms and conditions entered in the insurance policies. LIFTS agrees to cooperate with ECICOG and the insurance companies in defending against any claims or actions resulting from LIFTS operation or use of equipment.

Equipment shall not be used by any person or entity, in any manner or for any purpose, that would cause any insurance herein specified to be suspended, canceled, or rendered inapplicable.

If any insurance herein is canceled or suspended, or if LIFTS fails to maintain such insurance, ECICOG, at its option, may terminate this Lease and take possession of equipment.
### FY 2020 Listing of Leased Equipment
#### ECICOG-LIFTS

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<th>Make/Model</th>
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**Miscellaneous:**

15 VSS Systems: DVR, four Cameras per system
APPENDIX D

REGION 10 OPERATING ASSISTANCE
FORMULA FOR DETERMINATION OF ELIGIBILITY

\[
\text{PROVIDER'S } \% = \frac{\text{Provider's LDI}}{\text{Total of LDI for all providers}} \times .50
\]

\[
+ \frac{\text{Provider's Pass to OpExp. Rat}}{\text{Total of Pass to OpExp ratio for all Providers}} \times .25
\]

\[
+ \frac{\text{Provider's RevMi to OpExp ration}}{\text{Total of RevMi to OpExp ratio for all Providers}} \times .25
\]

**KEY:**
- **RevMi**--Revenue miles – Revenue Miles are miles driven while providing service to clients or en route between clients.
- **LDI**--Locally Determined Income – All transit system revenue dedicated for operations expense during a fiscal year, minus federal operating assistance from the U.S. Department of Transportation and minus all special project operating support and programmed eligibility funds received from the Iowa Department of Transportation operations assistance.
- **Pass**--Passenger – Each time a person boards and is transported that person should be counted as a ride. Passengers and riders are synonymous for this formula.
- **OpExp**--Operating Expenses – Operating expenses are only those costs involved in the actual operation and administration of the system on an ongoing basis.

Note: Payment of federal and state operating assistance is subject to proof of a net operating deficit as demonstrated by quarterly reports provided by LIFT. Details of this *ECI Transit Policy for Distribution of State and Federal Operating Assistance* (Enacted in 2012) can be obtained from ECICOG.
SELECT ONE:

☐ NEW POSITION

☐ REPLACEMENT

☐ NEW JOB CLASSIFICATION

☐ EXISTING JOB CLASSIFICATION

JOB TITLE: Linn County Attorney's Office

SHIFT/HOURS:

NUMBER OF POSITIONS: 1

REASON TO ADD NEW POSITION (if applicable):

☐ BUDGET OFFER

☐ GRANT FUNDING

☐ OTHER:

NEW POSITION FUNDING SOURCE(S):

Prosecutor Intern Program

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 (75 working days or less)

☐ 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

4/5/20

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: ___________________________ STARTING SALARY: $15.00/hour

HR DIRECTOR COMMENTS: ___________________________

FINANCE/BUDGET DIRECTOR COMMENTS: ___________________________

APPROVED BY: ___________________________ DATE: 6-8-20

APPROVED BY: ___________________________ DATE: ______________

APPROVED BY: ___________________________ DATE: ______________

APPROVED BY: ___________________________ DATE: ______________

CHAIRPERSON/BOARD OF SUPERVISORS

DATE: ______________
VACANCY FORM

SELECT ONE:
☐ NEW POSITION
☐ REPLACEMENT
REPLACES: ________________________________
☐ EXISTING JOB CLASSIFICATION

SELECT ONE:
☐ NEW JOB CLASSIFICATION
☑ JOB TITLE: Environmental Health Specialist
☐ SHIFT/HOURS: 8:00 am - 4:30 pm
☐ NUMBER OF POSITIONS: 1

DEPARTMENT: Public Health
VACANCY DATE: 5/26/2020

REASON TO ADD NEW POSITION (if applicable):
☐ BUDGET OFFER
☐ GRANT FUNDING
☑ OTHER: Consolidating two positions, Chemist - 0.5 FTE + Environmental Technician - 1 FTE

POST TO INSIDE: ☐ YES ☐ NO

ADVERTISE: ☐ YES ☐ NO - saving ad space

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: ________________________________ 06. 01. 2020

DEPARTMENT-HEAD (original signature required)

DATE

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:
PAY GRADE: ________________________________ STARTING SALARY: ________________________________

HR DIRECTOR COMMENTS: EHS is grade 37; EHS is grade 37; diff. is $14K
FINANCE/BUDGET DIRECTOR COMMENTS: ________________________________

APPROVED BY: ________________________________ 6-4-20

HUMAN RESOURCES DIRECTOR

APPROVED BY: ________________ 9/10/2020

FINANCE/BUDGET DIRECTOR

APPROVED BY: ________________________________

CHAIRPERSON/BOARD OF SUPERVISORS
**SELECT ONE:**
- [ ] NEW POSITION

**SELECT ONE:**
- [ ] NEW JOB CLASSIFICATION

**JOB TITLE:**
- Elections Systems Manager

**DEPARTMENT:**
- Auditor

**VACANCY DATE:**
- Immediate

**REASON TO ADD NEW POSITION (if applicable):**
- [ ] BUDGET OFFER
- [ ] GRANT FUNDING
- [ ] OTHER:

**POST TO INSIDE:**
- [ ] YES
- [ ] NO

**IF NO, GIVE EXPLANATION (i.e. not filling due to operational needs):**
- As this is a non-bargaining position, it should be posted to the outside.

**SHIFT/HOURS:**
- n/a

**NUMBER OF POSITIONS:**
- 1

**NEW POSITION FUNDING SOURCE(S):**
- Linn County
  - Approved Bas budget offer for FY21.

**ADVERTISE:**
- [ ] YES
- [ ] NO

**POSITION TYPE:**
- [ ] FULL-TIME
- [ ] PART-TIME
  - # of hours/week
- [ ] TEMPORARY/SEASONAL
  - (75 working days or less)
- [ ] 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:**
- [Rebecca Monarchi, Elections Deputy]
- [6/9/20]
- [DEPARTMENT HEAD (original signature required)]
- [DATE]

**FOR HUMAN RESOURCES DEPARTMENT USE ONLY:**

**PAY GRADE:**
- Mgmt - 27

**STARTING SALARY:**
- min $168,548

**HR DIRECTOR COMMENTS:**
- [Job description]

**FINANCE/BUDGET DIRECTOR COMMENTS:**

**APPROVED BY:**
- [Lisa K. Powell]
- [DATE]
- [HUMAN RESOURCES DIRECTOR]

**APPROVED BY:**
- [DATE]
- [FINANCE/BUDGET DIRECTOR]

**APPROVED BY:**
- [DATE]
- [CHAIRPERSON/BOARD OF SUPERVISORS]
Linn County, Iowa  
Classification:  
Elections Systems Manager

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<tr>
<th>Department</th>
<th>Grade</th>
<th>FLSA Status</th>
<th>Position #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Auditor's Office</td>
<td>27</td>
<td>Exempt</td>
<td>XX-XX</td>
</tr>
</tbody>
</table>

CLASS SUMMARY:  
Under limited supervision from the Elections Deputy, this position plans and coordinates activities related to new technologies and their application in departmental operations. Identifies and assesses changing election law and participates in identifying technological solutions. Plans, tests and leads in the installation of user computer equipment, computer systems, and packaged software. Leads both permanent and temporary tech workers in the programming and deployment of election equipment. Guides GIS management related to elections. Oversees web-based communication with the public. Leads in the troubleshooting of election equipment problems for the public. Guides training and instruction (online and in-person) to election officials as needed. Trains and oversees permanent and temporary election technicians.

ESSENTIAL DUTIES:  
Supervises, assigns, reviews and participates in the work of Elections staff. Communicates with the public, employees and supervisors. Interprets, explains and answers operational and procedural questions. Handles complaints from citizens, employees and external customers; completes notifications to appropriate personnel. Oversees web-based communication with the public.

Plans, tests and leads in the management of computer systems and elections equipment, as well as the delivery and installation of computer and elections equipment. Provides oversight for the testing of all election equipment and prepares ballot software.

Provides oversight and training in the programming, testing and troubleshooting of election equipment. Facilitates online and in-person training of election officials. Writes and revises procedures, instructional materials and staff development tools for system-related training.

Oversees from two (2) – fifteen (15) technicians, depending on the election cycles. Assists the Elections Deputy in the regular hiring of new technicians and trains new technicians.

Serves as a technical liaison for the elections office in areas of cybersecurity and election best practices by identifying and assessing election law and identifying technological solutions. Guides GIS management as it relates to elections.

Meets with management, supervisory staff, and other staff regarding systems usage, improvements, modification, maintenance and training needs for workers. Attends meetings and represents the Elections department at meetings with other departments and agencies for information sharing, system improvements and implementation of changes.

Performs all work duties and activities in accordance with Linn County policies, procedures and safety practices. Performs other duties as assigned. Regular work attendance is required.

Knows the County’s Customer-Centered Culture principles, the County’s Mission, Strategic Plan and Core Values and demonstrates them on a regular basis. Uses LC3 principles to identify, develop, and refine departmental products so they are aligned with the Linn County Strategic Plan and enhance Customer Satisfaction. Collaborates with customers to enhance Customer...
Linn County, Iowa  
Classification:  
Elections Systems Manager

Satisfaction. Facilitates capturing the “Voice of the Customer” and uses it to measurably improve departmental performance. Empower direct reports to close gaps between customer expectations and experience wherever possible.

**TRAINING AND EXPERIENCE REQUIRED:**

**FORMAL EDUCATION:**
Bachelor’s degree in Information Services, Computer Science or a closely related field required.

**EXPERIENCE:**
Minimum of three (3) years managing technical staff. Minimum of three (3) years of experience working with computer software and hardware systems and related network systems. Elections experience preferred.

**NOTE:**
Additional relevant education or directly related experience may count towards minimum qualifications on a year for year basis at the discretion of the hiring manager.

**SPECIAL REQUIREMENTS:**
- Must pass a County physical examination which includes a drug test after offer of employment.
- Subject to criminal background and credit history review.
- Valid Driver’s License required or must have the ability to obtain transportation to attend off-site meetings and trainings.
- Regular work attendance required. This position requires extensive night and weekend work during heavy election times.

**LICENSING/CERTIFICATIONS:**
Some positions may require the following specialized licenses and certifications:
- Required to obtain SEAT (State Election Administrator Training) certification within two (2) years of hire at County expense.

**REPORTING RELATIONSHIPS:**
- Reports to: Elections Deputy
- Supervisory:
  - Elections Technician
  - Elections Systems Administrator
  - Temporary Technicians (4 – 12 workers)
Linn County, Iowa  
Classification:  
Elections Systems Manager

**KNOWLEDGE, SKILLS AND ABILITIES:**
- Ingenuity and inventiveness in the performance of assigned tasks.
- Knowledge: Modern and complex principles and practices of providing Election services. Operation, services and activities of Election services.
- Interpersonal: Ability to work cooperatively, communicate effectively and maintain effective working relationships to accomplish job responsibilities.
- Reading: Must be able to read manuals, correspondence and other written documentation.
- Math: Requires the ability to perform basic mathematical functions.
- Reasoning: Work is governed by broad instructions, objectives, and policies. Requires the exercise of considerable initiative and independent analytical and evaluative judgment.
- Machines, Tools, Equipment and Work Aids: Modern office equipment including computers. Computer systems used in Election services.

**ADA AND OTHER REQUIREMENTS:**
Positions in this class typically require: Climbing, balancing, stooping, kneeling, crouching, crawling, reaching, standing, walking, pushing, pulling, lifting, fingering, grasping, feeling, talking, hearing, seeing and repetitive motions.

Light Work: Exerting up to 30 pounds of force occasionally, and/or up to 10 pounds of force frequently, and/or a negligible amount of force constantly to move objects. If the use of arm and/or leg controls requires exertion of forces greater than that for Sedentary Work, and the worker sits most of the time, the job is rated for Light work.

Generally, will work from a central office and travel to other facility locations, businesses, and community sites to meet organizational objectives. Additional travel is required for meetings and conferences. May require non-routine business hours and travel to meet program requirements.

**NOTE:**
The above job description is intended to represent only the key areas of responsibilities; specific position assignments will vary depending on the business needs of the department.

**ADMINISTRATIVE:**
Revision Date: June 8, 2020
Job Description Editor: AV
Much of the houses' northern roof areas show considerable amounts of moss growth. The copper guttering also leaks before most of the downspouts. Much of the southern facing shingles are dry and cracking, though their condition is not as critical as the north side.

The National Czech & Slovak Museum & Library seeks funding for preservation supplies (acid-free tissue, sleeves, boxes, storage cabinet) to ensure the long term preservation of its artifact and library collections.

The History Center will digitize and release online 23 film reels, which tell Linn County history, on a mix of 16 mm and 8 mm film. The collection is made up of 8600 feet of film between 1930 and 1965 and shows a variety of locations, businesses and events.

A local family has donated a large 1869 map of Linn County Iowa to our organization. We would like to have it restored and preserved so it can be properly displayed.

<table>
<thead>
<tr>
<th>APPLICANT</th>
<th>PROJECT TITLE</th>
<th>ASK</th>
<th>REC.</th>
<th>PROJECT SUMMARY</th>
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<tr>
<td>Brucemore</td>
<td>Mansion Envelope Restoration Project</td>
<td>$ 5,000</td>
<td>$ 5,000</td>
<td>As part of the four-phase Mansion Envelope Restoration Project, Brucemore plans to restore the 1910 West Porch. Today, this Craftsman-style porch is a stage for events and an important element for the site's extensive heritage tour program.</td>
</tr>
<tr>
<td>City of Cedar Rapids Parks &amp; Recreation Department</td>
<td>Seminole Valley Farmhouse Roof Replacement</td>
<td>$ 4,000</td>
<td>$ 4,000</td>
<td>To remove the failing cedar shringle roof, cover lathe decking with tar paper, overlay with standard plywood decking and reroof with asphalt composite shingles color matched to blend with surrounding buildings.</td>
</tr>
<tr>
<td>Coggon Community Historical Society</td>
<td>Historical Hall Windows Glazing &amp; Repair</td>
<td>$ 1,875</td>
<td>$ 4,000</td>
<td>We plan to have the four upper windows of our Historical Hall glazed, repaired and repainted.</td>
</tr>
<tr>
<td>Genealogical Society of Linn County</td>
<td>Upgrade Projection Equipment</td>
<td>$ 1,215</td>
<td>$ 1,465</td>
<td>New equipment is needed to replace an old projector and pc that are used to give monthly educational presentations. The old equipment was donated to us many years ago and does not always work with the laptops/presentations brought in by our speakers.</td>
</tr>
<tr>
<td>Granger House Victorian Museum</td>
<td>Historic House Roof Repair</td>
<td>$ 4,000</td>
<td>$ 4,000</td>
<td>Much of the houses' northern roof areas show considerable amounts of moss growth. The copper guttering also leaks before most of the downspouts. Much of the southern facing shingles are dry and cracking, though their condition is not as critical as the north side.</td>
</tr>
<tr>
<td>National Czech &amp; Slovak Museum</td>
<td>Preservation Supplies for NCSML Artifact and Library Collections</td>
<td>$ 2,454</td>
<td>$ 2,455</td>
<td>The National Czech &amp; Slovak Museum &amp; Library seeks funding for preservation supplies (acid-free tissue, sleeves, boxes, storage cabinet) to ensure the long term preservation of its artifact and library collections.</td>
</tr>
<tr>
<td>Linn County Historical Society, d.b.a. The History Center</td>
<td>Digitization of Historic Linn County Films (1930s - 1960s)</td>
<td>$ 2,000</td>
<td>$ 2,180</td>
<td>The History Center will digitize and release online 23 film reels, which tell Linn County history, on a mix of 16 mm and 8 mm film. The collection is made up of 8600 feet of film between 1930 and 1965 and shows a variety of locations, businesses and events.</td>
</tr>
<tr>
<td>Troy Mills Historical Society</td>
<td>Linn County Map Restoration</td>
<td>$ 3,700</td>
<td>$ 5,700</td>
<td>A local family has donated a large 1869 map of Linn County Iowa to our organization. We would like to have it restored and preserved so it can be properly displayed.</td>
</tr>
</tbody>
</table>

**TOTAL** | **$24,244** | **$28,800** |
CONTRACT INFORMATION

Contract Name: Tower Terrace Road NEPA Study and Design Study Report
Consultant Name: Snyder & Associates, Inc.
Estimated Amount: $345,000

Term: 06/15/2020 to 03/31/2022
Contract Type: T&M with NTE Fee

Summary:

This scope of services for proposed improvements to the remaining segments of Tower Terrace Road summarized below includes the development of a design study report that addresses jurisdictional preferences related to design and fulfills the obligations that may exist in the event a 2020 Better Utilizing Investments to Leverage Development (BUILD) Grant is procured for the project. This scope also includes the study and development of an Environmental Assessment (EA) as required by the National Environmental Policy Act (NEPA) process for Federal-aid projects. Alternatives are to be evaluated as part of NEPA. Upon approval of the EA, a Finding of No Significant Impact (FONSI) document will be developed for review and approval by Iowa DOT and the FHWA. The PROFESSIONAL understands that the phasing listed below may be modified to best fit the BUILD Grant award. All said phasing changes will be coordinated with Linn County and cities of Cedar Rapids, Hiawatha, Robins, and Marion.

- Phase I = Council Street to Summerset Street extended and the Ridge at Indian Creek to IA Hwy 13.
- Phase II = Relocated Winslow Road to Existing Winslow Road with bridge over Indian Creek.
- Phase III = Robins Road to Council Street with bridges over Dry Creek and Canadian National Railway.
- Phase IV = Center Point Road to Robins Road.
- Phase V = All side paths and trail connections along Tower Terrace Road.
PROFESSIONAL SERVICES AGREEMENT

BETWEEN
LINN COUNTY, IOWA

AND
SNYDER & ASSOCIATES, INC.

FOR
TOWER TERRACE ROAD NEPA STUDY AND DESIGN STUDY REPORT
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<td>AUTHORIZING SIGNATURES</td>
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</tr>
</tbody>
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## ATTACHMENTS:

- A  SCOPE OF SERVICES
- B  SCHEDULE
- C  CITY’S RESPONSIBILITIES
- D  CONSULTANT INSURANCE REQUIREMENTS AND DOCUMENTS
- E  STANDARD FEE SCHEDULE
Professional Services Agreement

This agreement, hereinafter referred to as “Agreement”, is by and between Snyder & Associates, Inc., hereinafter called “Consultant”, and Linn County, Iowa, hereinafter called “County” and is to be effective on the date it is executed by the County as shown herein below. Both Parties may be referred individually as “Party” and jointly as “Parties”.

The Consultant and the County, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

1.0 GENERAL AGREEMENT

1.1 In accordance with the provisions and conditions of this Agreement, Consultant hereby freely enters into this Agreement for the purpose of providing Services to the County and to be compensated for those Services. Execution of this Agreement by the Consultant and the County constitutes written authorization to the Consultant to proceed with the Scope of Services contained herein.

1.2 Funding sources consist of reimbursements from the cities of Cedar Rapids, Hiawatha, Marion and Robins as per the 28E agreement for NEPA and Design Services (28E Agreement).

2.0 DEFINITIONS

2.1 “Contract” and “Agreement” may be used interchangeably when referring to this document.

2.2 “Project” shall be a County description of the essence of what is being accomplished through the performance of this Agreement.

2.3 “Service(s)” shall mean all necessary work, labor, transportation, equipment, materials, apparatus, information, data and other items necessary to accomplish the Scope of Services as defined in this Agreement in Section 4 and Attachment A, SCOPE OF SERVICES.

2.4 “Documents” shall mean drawings, design plans, specifications, photos, reports, information, observations, calculations, notes, electronic media, survey notes, special studies, personnel information, and any other records or reports, accounting records, data or information, in any form, prepared, collected, or received by Consultant, or its Subcontractors, if any, in connection with any or all of the Services associated with this Agreement.

2.5 “Billing Period” shall be from the first working day of each calendar month to the last working day of that same month. The first Billing Period of this Agreement shall start on the first day Services commence and shall end on the last day of the starting calendar month.

2.6 “Subcontractor” shall mean any person or entity retained by the Consultant as an independent consultant to provide a portion of the core Services required for completion of the Services specified in this Agreement, which cannot be performed by the Consultant.

2.7 “Reimbursable Expenses” shall be defined as allowable and allocable expenses that do not relate to Labor, Equipment, or Materials in the performance of Services by the Consultant or Subcontractors.

2.8 “Fully Burdened” shall be defined as the all-inclusive rate for any Service relating to Labor that the Consultant or Subcontractor, who provides Services for this Agreement, shall charge. Fully Burdened rates shall include direct and indirect Labor expenses related to the Project, including office supplies, printers, copiers, telephone, fax, postage, mileage, overhead, profit, etc.

3.0 TERM OF AGREEMENT

3.1 The initial term of this Agreement shall commence on 06/15/2020 and shall end on 03/31/2022.

3.2 This Agreement may be extended only by written mutual agreement by the County and the Consultant.

4.0 SCOPE OF SERVICES

4.1 The Consultant shall, at its sole cost and expense, provide, perform and complete all Services in full compliance with and as required by or pursuant to this Agreement and as defined in Attachment A, SCOPE OF SERVICES, which is attached and made a part hereof.
4.2 The Consultant shall not commence or perform any Service (or work) outside the Scope of Services or change the Scope of Services until authorized in writing by the County, as documented in Section 29.0 of this Agreement.

4.3 During the course of performing Services within the Scope of Services, if the Consultant determines that the Scope of Services or Schedule may be inadequate to accomplish successful completion of the Project, the Consultant shall provide written notice to the County and describe what changes may need to be made to the Scope of Services and/or Schedule to rectify the inadequacies. The County and Consultant shall work together to prepare an amendment to this Agreement as documented in Section 29.0 of this Agreement. Upon completion and execution of the written amendment by the County and the Consultant, the amendment shall become part of this Agreement.

4.4 The County shall be allowed to audit the Consultant’s records prior to considering an amendment to the Agreement, Schedule, or Scope of Services.

4.5 The County reserves the right to make changes to the Scope of Services to be provided which are within the Project.

4.6 No changes to the Scope of Services shall be valid unless made in writing and agreed to by both the County and the Consultant and documented as an amendment to this Agreement.

5.0 SCHEDULE

The schedule for which the Scope of Services contained in this Agreement shall be performed is as set forth in Attachment B, SCHEDULE.

6.0 COUNTY’S RESPONSIBILITIES

The list of County’s Responsibilities pertaining to this Agreement is as set forth in Attachment C, COUNTY’S RESPONSIBILITIES.

7.0 COMPENSATION FOR SERVICES

7.1 The County shall compensate the Consultant for Services rendered under this Agreement. Compensation shall be on a time-and-expense basis in accordance with the Classification Rates listed in Attachment E, STANDARD FEE SCHEDULE. Compensation for the Scope of Services listed in Attachment A shall not exceed $345,000.

7.2 Only allocable expenses and Services rendered on or after the execution date of this Agreement shall be eligible for compensation.

8.0 INVOICE PROCEDURE AND PAYMENT TERMS

8.1 Invoice Procedure

8.1.1 Invoices shall be submitted

a) Within thirty (30) days after the end of the Billing Period in which Services are rendered unless the Consultant chooses to delay receipt of payment by combining one or more Billing Periods into a single, larger invoice.

b) In any event of multiple Billing Period invoicing; the Consultant shall not split any Billing Period into more than one invoice.

c) In no event shall the Consultant submit an invoice that includes Billing Periods from multiple County fiscal years. (County fiscal year runs July 1 to June 30)

8.1.2 Invoices shall be accompanied by a progress report letter summarizing the expenditures within each segment of the project. Invoices shall also state each jurisdiction’s portion of the invoice to be reimbursed to the County. The cost allocations for each jurisdiction shall follow Exhibit C of the 28E Agreement executed by the County and four city jurisdictions.

8.1.3 Each invoice shall include the information specified in Attachment E, STANDARD FEE SCHEDULE.

8.1.4 The County is exempt from sales tax and certain other use taxes. Any charges for taxes from which the
County is exempt will be deducted from invoices before payment is made. An Iowa Sales Tax Exemption Certificate will be provided upon Contract execution and request of the Consultant.

8.2 Payment Terms

8.2.1 Payment terms for Services authorized under this Agreement shall be net forty five (45) days after Services are performed and accepted and all required invoice support documentation are received in a format acceptable to the County.

9.0 TREATMENT OF DOCUMENTS

9.1 Ownership

All Documents shall remain the property of the County during the term of this Agreement and upon completion or termination of the Services of the Consultant. Upon completion or termination of this Agreement in accordance with the 28E Agreement, the Consultant, if requested by the County, shall promptly deliver all Documents to the County. The Consultant and each jurisdiction shall have the right to make and retain copies of the Documents for their records. The County and each jurisdiction may reuse the Documents for other projects at its own risk.

9.2 Confidentiality

Any individual subcontracted or employed by the Consultant with authorized access to personnel information Documents, if any, is given access to use any personnel information in the Documents solely for the purpose of performing the Services of this Agreement and must not divulge this information to anyone without a need to know. Confidentiality of personnel information contained in the Documents shall survive the completion or termination of this Agreement subject to applicable state statutes.

9.3 Disposal

If at any time during the performance of this Agreement or following completion or termination of the Contract, Consultant and/or its Subconsultants chooses to dispose of Documents, disposal of Documents shall:

a) comply with any retention requirements of the agreement, and
b) shall be in a manner such that documents or information in the Documents is unable to be read, interpreted, reproduced, copied or duplicated in any fashion. The Consultant shall maintain widely accepted and best practices for data retention and destruction to fully protect data at all times.

10.0 ACCESS TO CONSULTANT RECORDS

10.1 During the term of this Agreement, and until delivered to the County, the Consultant and its Subcontractors, if any, shall maintain all accounting records and other documentation pertaining to cost incurred in performing the Services under this Agreement.

10.2 The County or any duly authorized representative of the County shall have access to all such information for the purpose of inspection, audit and copying during normal business hours. All such information shall be retained for five (5) years from the date of final payment and all other pending matters are closed.

10.3 This access shall be made available to the County or duly authorized agent and shall be considered incidental to the Scope of Services contained herein. As such, there shall be no additional compensation allowed the Consultant for maintaining this information and allowing the herein described access.

11.0 AUDITS

11.1 The County shall be allowed to audit the Consultant’s records prior to considering an amendment to the Agreement, Schedule, or Scope of Services.

11.2 If Project is funded in any way utilizing Federal Funds the Consultant acknowledges that it may be required to submit to an audit of funds paid through this Agreement and as may be conducted in accordance with provisions of the Office of Management and Budget Circular A-133 (Audit of States, Local Government and Non-Profit Organizations).
12.0 INDEPENDENT CONSULTANT

Both Parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purposes whatsoever.

13.0 TERMINATION

13.1 Termination of Award for Convenience

The County may terminate the Agreement in accordance with the 28E Agreement at any time by giving written notice to the Consultant of such termination and specifying the effective date thereof, at least thirty (30) calendar days before the effective date of such termination. In that event, all finished or unfinished Services, reports, materials(s) prepared or furnished by the Consultant under this Agreement shall, at the option of the County, become its property. If the Agreement is terminated by the County as provided herein, the Consultant shall be paid for all Services which have been authorized, provided, and approved up to the effective date of termination. The County will not be subject to any termination fees from the Consultant.

13.2 Default and Termination for Cause

If, through any cause, the Consultant shall fail to fulfill in a timely and proper manner its obligations or if the Consultant shall violate any of the terms or conditions of this Agreement, the County shall thereupon have the right to terminate the Agreement by giving written notice to the Consultant of such termination and specifying the effective date of termination. In that event, and as of the time notice is given by the County, all completed Services, Documents, and delivered Materials shall, at the option of the County, become its property, and the Consultant shall be entitled to receive compensation for any satisfactory Services completed, and delivered Materials. Notwithstanding the above, the Consultant shall not be relieved of liability to the County for damage sustained by the County by virtue of breach of the Agreement by the Consultant and the County may withhold any payments to the Consultant for the purpose of set off until such time as the exact amount of damages due the County are determined.

14.0 COUNTY’S RIGHT TO withhold

14.1 Notwithstanding any other provision of this Agreement and without prejudice to any of County’s other rights or remedies, County shall have the right at any time or times, whether before or after approval of any pay request, to deduct and withhold from any Payment that may be or become due under this Agreement such amount as may reasonably appear necessary to compensate County for any actual loss due to:

(1) Services that are defective, inaccurate, flawed, unsuitable, nonconforming or incomplete due to negligent acts of the Consultant;
(2) Damage for which Consultant is liable under this Agreement;
(3) Valid liens or claims of lien;
(4) Valid claims of Subcontractors or other persons;
(5) Delay in the progress or completion of the Services;
(6) Inability of Consultant to complete the Services;
(7) Failure of Consultant to properly complete or document any pay request or invoice;
(8) Any other failure of Consultant to perform any of its obligations under this Agreement; or
(9) The cost to County, including attorneys’ fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of County’s remedies set forth in this Agreement.

14.2 County shall be entitled to retain any and all amounts withheld until Consultant shall have either performed the obligations in question or furnished security for such performance satisfactory to County. County shall be entitled to apply any money withheld or any other money due Consultant under this Agreement to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys’ fees, and administrative expenses incurred, suffered, or sustained by County and chargeable to Consultant under this Agreement.
15.0 INSURANCE

15.1 Prior to the start of the Services, and at all times during the term of the Services and this Agreement, and any extensions thereof, the Consultant shall purchase, at its own expense, and maintain insurance with companies in good standing and acceptable to the County. Such insurance will protect the Consultant from liability and claims for injuries and damages which may arise out of or result from the Consultant’s operations under this Agreement and for which the Consultant may be legally liable, whether such operations are by the Consultant or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

15.2 For the protection of the Consultant and the County, but without restricting or waiving any obligations of the Consultant herein contained, the Consultant shall insure the risks associated with the Services and this Agreement with minimum coverages and limits as set forth in Attachment D, INSURANCE REQUIREMENTS AND DOCUMENTS.

16.0 CONTROLLING LAW

This Agreement shall be governed, interpreted and enforced in accordance with all applicable federal, State of Iowa, and local laws, ordinances, licenses and regulations of a governmental body having jurisdiction and shall apply to the Agreement throughout, as the case may be.

17.0 FORCE MAJEURE

Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the Party affected. A delay in or failure of performance of either Party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure. The Party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event, to give notice to the other Party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the Parties.

18.0 DISPUTES

18.1 Should any disputes arise with respect to this Agreement, the Parties agree to act immediately to resolve such disputes.

18.2 The Consultant agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Agreement that are not affected by the dispute and the County shall continue to make payment for all work properly performed. Should the Consultant fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the County or the Consultant as a result of such failure to proceed shall be borne by the Consultant.

18.3 The unintentional delayed payment by the County to the Consultant of one or more invoices not in dispute in accordance with the terms of this Agreement will not be cause for Consultant to stop or delay Services according to Scope of Services and the Schedule, Attachment B, provided herein.

19.0 INDEMNIFICATION

19.1 To the fullest extent permitted by law, Consultant will agree to defend, indemnify, and hold harmless the County against any and all claims, demands, suits, or loss, and for any damages which may be asserted, claimed or recovered against or from the County by reason of personal injury, including bodily injury or death, and property damages, including loss of use thereof, caused by Consultant’s negligent acts, errors or omissions in performing the work and/or services provided by Consultant to the County pursuant to the provisions of this contract. It is the intention of the parties that the County shall not be liable or in any way responsible for injury, damage, liability, loss or expense incurred by Consultant, its officers,
employees, subcontractors, and others affiliated with Consultant due to accidents, mishaps, misconduct, negligence or injuries either in person or property resulting from the negligent acts, errors or omissions of Consultant.

19.2 Consultant will assume full responsibility for any and all damage or injuries which may result to any person or property by reason of Consultant's negligent acts, errors or omissions in connection with the work and/or services provided by Consultant to the County pursuant to this contract, and agrees to pay the County for all damages caused to the County's premises resulting from the negligent acts, errors or omissions of Consultant.

19.3 Consultant represents that its activities pursuant to the provisions of this contract will be performed and supervised by adequately trained and qualified personnel, and Consultant will observe, and cause its officers, employees, sub-consultants, and others affiliated with Consultant to observe all applicable safety rules.

19.4 The requirement of any party to this contract to indemnify another party shall not include the obligation to indemnify, hold harmless, or defend any other party to the agreement, including the indemnitee’s employees, consultants, agents, or others for whom the indemnitee is responsible, against liability, claims, damages, losses, or expenses, including attorney fees, to the extent caused by or resulting from the negligent act, error, or omission of the indemnitee or of the indemnitee’s employees, consultants, agents, or others for whom the indemnitee is responsible. This limitation does not apply to an insurer’s obligation to its insureds under any insurance policy or agreement, or any obligation of strict liability otherwise imposed by law.

19.5 For purposes of this paragraph, the term “Consultant” means and includes the Consultant, its officers, employees, sub-consultants, and others for whom Consultant is legally liable, and the term “County” means and includes the Linn County, Iowa its Board of Supervisors, employees, and volunteers.

20.0 STANDARD OF CARE AND ISSUES OF LIABILITY

20.1 The Consultant shall perform services for, and furnish deliverables to, the County pertaining to the Project as set forth in this agreement. The Consultant shall possess a degree of learning, care and skill ordinarily possessed by reputable professionals, practicing in this area under similar circumstances. The Consultant shall use reasonable diligence and professional judgment in the exercise of skill and application of learning.

20.2 Consultant represents that the Services and all of its components shall be free of defects born of negligence; shall be performed in a manner consistent with the standard of care of other professional service providers in a similar industry and application; shall conform to the requirements of this Agreement; and shall be sufficient and suitable for the purposes expressed in this Agreement.

20.3 Consultant shall be responsible for the quality, technical accuracy, completeness and coordination of all Documents and other items and Services under this Agreement. Consultant shall, promptly and without charge, provide all corrective Services necessary as a result of Consultant's negligent acts, errors, or omissions, with respect to the quality and accuracy of Services and Documents.

20.4 Consultant shall be responsible for any and all damages to property or persons as a result of Consultant’s negligent acts, errors, or omissions, and for any losses or costs to repair or remedy any work undertaken by County based upon the Services as a result of any such negligent acts, errors, or omissions.

20.5 Except as set forth in Section 19 above, Consultant’s obligations under this Section shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of the County or Consultant.

21.0 GENERAL TERMS

21.1 The Consultant hereby certifies, pursuant to 48 CFR Part 9, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any federal agency. The Consultant further certifies that it is not
presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the County or the State of Iowa.

21.2 All Attachments referred to in this Agreement are hereby incorporated herein by this reference.

21.3 The invalidity or unenforceability of any particular provision(s) of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted, and this Agreement shall remain in full force and effect.

21.4 This Agreement shall be binding on and shall inure to the benefit of the heirs, executors, administrators, successors and assignees of the Parties hereto, but nothing in this Section shall be construed as consent to any assignment of this Agreement by either Party except as provided hereinabove.

21.5 Notices sent hereunder shall be sent first-class mail, postage prepaid, or by email or facsimile with first-class mail backup to Consultant and to County at their respective addresses and to the primary County contact listed Section 33.0 of this Agreement, or to such other address/person as the Parties shall provide.

22.0 ENTIRE AGREEMENT

This Agreement and its Attachments contain the entire agreement and understanding by and between the parties with respect to the subject matter hereof, and no representations, promises, agreements, or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the Party against whom such waiver is sought to be enforced.

23.0 SUCCESSORS AND ASSIGNS

23.1 The County and the Consultant each is hereby bound and the partners, successors, executives, administrators and legal representatives of the County and the Consultant are hereby bound to the other Party to this Agreement and to the partners, successors, executives, administrators and legal representatives (and said assigns) of such other Party, in respect of all covenants, agreements and obligations of this Agreement.

23.2 Any assignment or attempt at assignment made without consent of the County shall be void.

24.0 SUBCONTRACTING

24.1 The Services relating to this Agreement, or any portion thereof, unless documented in this Agreement, may not be subcontracted without the prior written approval by the County in the form of a Contract amendment, as documented in Section 29.0 of this Agreement.

24.2 Requests to add Subcontractors shall be in writing and shall name the Services to be performed, the organization which will perform the Services, and the value of the Services to be performed and shall only be added by written amendment to this Agreement.

24.3 Subcontractors which are shown as part of this Agreement shall be deemed to be approved when this Agreement is executed.

24.4 Subcontractors shall meet and be held to all of the terms and conditions of this Agreement by the Consultant.

25.0 NON-DISCRIMINATION AND EQUAL OPPORTUNITY

25.1 All Consultants, Subcontractors, vendors and suppliers of goods and services that engage in contracts with the Linn County, Iowa agree as follows:

The Consultant, Subcontractor, vendor and supplier of goods and services will not discriminate against any employee or applicant for employment because of race, creed, color, sex, religion, national origin, age, marital status, families with children, sexual orientation, disability or handicap, except where age and sex are essential bona fide occupational requirements, or where disability or handicap is a bona fide occupational disqualification. Such action shall include, but not be limited to the following:

(a) Employment
(b) Upgrading
(c) Demotion or transfer
(d) Recruitment and advertising
(e) Layoff or termination
(f) Rate of pay or other forms of compensation
(g) Selection for training, including apprenticeship

25.2 The Consultant, Subcontractor, vendors and suppliers of goods and services further assure that managers and employees comply with both the spirit and intent of federal, state, and local legislation, government regulation, and executive orders in providing affirmative action as well as equal opportunity without regard to race, creed, color, sex, religion, national origin, age, marital status, families with children, sexual orientation, disability or handicap.

25.3 The Consultant, Subcontractor, vendor and supplier of goods and services will include, or incorporate by reference, the provisions of the nondiscrimination clause in every contract or subcontract unless exempt by the rules, regulations or orders of the County’s Affirmative Action Program and will provide in every contract or subcontract that said provision will be binding upon each Consultant, Subcontractor or seller.

26.0 ADA COMPLIANCE


26.3 The Consultant shall ensure that its websites and all online services, including those websites or online services provided by third parties upon which Cedar Rapids relies to provide services or content, comply with, at minimum, Web Content Accessibility Guidelines - WCAG 2.0 AA.

26.4 It is the responsibility of the Consultant to understand and implement the Accessible Design specifications indicated above (Article 26.1 and 26.2) into all applicable designs, including being aware of and making design considerations for expected field or manufacturing tolerances, as stated in article 104.1.1 of the 2010 ADA Standards for Accessible Design. Further, the Consultant is responsible to make the Contractor aware of the specifications and tolerances, for projects that involve ADA applicable items.

27.0 NON-COLLUSION STATEMENT

27.1 The Consultant, nor anyone in the employment of the Consultant, has employed any person to solicit or procure this Agreement nor will the Consultant make any payment or agreement for payment of any compensation in connection with this Agreement.

27.2 There is no contract, agreement or arrangement, either oral or written, expressed or implied, contemplating any division of compensation for Services rendered under this Agreement, or participation therein, directly or indirectly, by any other person, firm or corporation, except as documented in this Agreement.

27.3 The Consultant, nor anyone in the employment of the Consultant has either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive services procurement in connection with this Agreement.

28.0 CONFLICT OF INTEREST

Consultant represents, warrants, and covenants that no relationship exists or will exist during the Contract period between the Consultant and the County that is a conflict of interest. No employee, officer or agent of the Consultant or sub-consultant shall participate in the selection or in the award or
administration of a subcontract if a conflict of interest, real or apparent, exists. The provisions of Iowa Code Chapter 68B shall apply to this Agreement. If a conflict of interest is proven to the County, the County may terminate this Agreement, and Consultant shall be liable for any excess costs to the County as a result of the conflict of interest. The Consultant shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Consultant shall report any potential, real, or apparent conflict of interest to the County.

29.0 CONTRACT AMENDMENTS

29.1 No alteration, change, or modification of the Scope of Services, Schedule, or any of the terms or conditions of this Agreement shall be valid unless made by written amendment and executed by the parties.

29.2 This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement and signed by the County.

29.3 The Consultant shall not commence any Service or work not included in the Scope of Services or change the schedule until authorized in writing by the County in the form of a Contract amendment.

29.4 The Consultant shall not exceed the maximum fees, as noted in Section 7.0, without a prior written request to the County Contract Manager and authorization by written amendment to this Agreement, including a change to the Scope of Services. The written request shall include documentation and justification for such request including a detailed cost and schedule impact to the Project.

29.5 Consultant shall make no claim for additional compensation in the absence of written contract amendment of this Agreement.

30.0 CLOSEOUT OF AGREEMENT

Upon completion of the Services included in this Agreement, the Consultant shall submit the following:

- All Documents requested by the County or the jurisdictions partied to the 28E agreement.
- A written report showing the actual amounts paid by the Consultant for Services rendered under this Agreement. Special note of amounts paid by the Consultant to MBE/WBE firms, if any, is requested.

31.0 SURVIVAL

All express representations and indemnifications made in or given in this Agreement will survive the completion of all Services of the Consultant under this Agreement or the termination of this Agreement for any reason subject to applicable state statutes.

32.0 SEVERABILITY

Any provision or part of this Agreement held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the County and the Consultant, who agree that the Agreement shall be amended to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

33.0 PRIMARY CONTACTS

Consultant – Contract Issues: County – Contract Issues:

Wade Greiman, P.E. Lisa Epp
Snyder & Associates, Inc. Linn County
2727 SW Snyder Boulevard 935 2nd Street SW
Ankeny, Iowa 50023 Cedar Rapids, Iowa 52404

Phone (515) 964-2020 (319) 892-5010
E-Mail wagreiman@snyder-associates.com Lisa.Epp@linncounty.org
Consultant – Technical Issues:
Wade Greiman, P.E.
Snyder & Associates, Inc.
2727 SW Snyder Boulevard
Ankeny, Iowa 50023
Phone   (515) 964-2020
E-Mail   wagreiman@snyder-associates.com

County – Technical Issues:
Dawn Jindrich
Linn County
935 2nd Street SW
Cedar Rapids, Iowa 52404
Phone   (319) 892-5010
E-Mail   Dawn.Jindrich@linncounty.org

34.0 EXECUTION BY COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed in any number of counterparts as the case may be, each of which shall be deemed a duplicate original and which together shall constitute one and the same instrument. In addition, the parties agree that this Agreement may be executed by electronic, pdf or facsimile signatures by any party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed and do each hereby warrant and represent that their respective signatory, whose signature appears below, has been and is on the date of the Agreement duly authorized by all necessary and appropriate corporate action to execute this Agreement.

LINN COUNTY, IOWA

_______________________________________
By:                                       Date

SNYDER & ASSOCIATES, INC.

_______________________________________
By:                                       Date

Mark A. Land, P.E., Vice-President

_______________________________________
Attested by:                               Date
SCOPE OF SERVICES

Objective: The County, in partnership with the cities of Cedar Rapids, Hiawatha, Robins, and Marion, seeks to complete the remaining segments of Tower Terrace Road between Edgewood Road realigned and IA Hwy 13. The Tower Terrace Road Corridor Management Plan was updated in March 2019. Segments of the corridor are already constructed or planned for construction. These segments have funding sources identified and many are stipulated in the Corridor MPO’s (CMPO) Transportation Improvement Program (TIP).

Background: This scope of services for proposed improvements to the remaining segments of Tower Terrace Road summarized below includes the development of a design study report that addresses jurisdictional preferences related to design and fulfills the obligations that may exist in the event a 2020 Better Utilizing Investments to Leverage Development (BUILD) Grant is procured for the project. This scope also includes the study and development of an Environmental Assessment (EA) as required by the National Environmental Policy Act (NEPA) process for Federal-aid projects. Alternatives are to be evaluated as part of NEPA. Upon approval of the EA, a Finding of No Significant Impact (FONSI) document will be developed for review and approval by Iowa DOT and the FHWA. The PROFESSIONAL understands that the phasing listed below may be modified to best fit the BUILD Grant application, which will be completed under a separate agreement. All said phasing changes will be coordinated with the CLIENT and cooperative jurisdictions.

- Phase I = Council Street to Summerset Street extended and the Ridge at Indian Creek to IA Hwy 13.
- Phase II = Relocated Winslow Road to Existing Winslow Road with bridge over Indian Creek.
- Phase III = Robins Road to Council Street with bridges over Dry Creek and Canadian National Railway.
- Phase IV = Center Point Road to Robins Road.
- Phase V = All side paths and trail connections along Tower Terrace Road

Environmental work required beyond the EA and FONSI will be performed by the PROFESSIONAL through an amendment to this agreement.

The Scope of Services to be performed by the Consultant shall include the Services and supplies to complete the following tasks:

1. Base mapping, digital terrain model using available LiDAR, property owner map, and as-built information along the project corridors.
2. Preparation of a Design Study Report addressing design preferences by each jurisdiction,
3. Preparation of above described NEPA documentation and permitting process as per the classification designated by the Iowa Department of Transportation.
4. One (1) Public Information Meeting will be held for the corridor. The Public Information Meeting would be held to present a range of alternatives, Purpose and Need, Preferred Alternative, and to present the document.
5. Public Meeting Drawings and Presentation.
6. Bi-monthly NEPA Project Management Team (PMT) meetings and miscellaneous meetings.
7. Coordination with Iowa DOT, CMPO, Cities, Linn County, Canadian National Railway, and utility owners.
1.0 Project Administration

1.1 Monitoring Project Schedule

The project administration, environmental studies and documents, and public meeting for this project will be delivered in accordance with a mutually agreed upon schedule between the County and the Consultant. The scope of services, hourly estimates and cost summary are based on a starting date in June, 2020 (the month the Consultant anticipates the notice to proceed).

1.2 Monitoring Project Scope

The PROFESSIONAL will provide overall project management and control of the design contract for the project personnel, and subconsultant scheduling and coordination including weekly review, planning and adjustment. The PROFESSIONAL will check and review work products prior to submission to the Iowa DOT and CLIENT. Monthly status reports and billing statements will be prepared and submitted to the CLIENT.

1.3 Project Review Meetings

Monthly (every month) meetings will be held with the Project Management Team (PMT). The PMT will be comprised of representatives from Linn County, the cities of Cedar Rapids, Hiawatha, Robins, and Marion, Corridor MPO, and East Central Iowa COG. Meetings will be held shortly after each month’s invoices are sent out to provide opportunity to review costs and progress in a timely manner. Meetings will also be held periodically with the Consultant Coordinator, the District 6 Office, other Iowa DOT staff and County personnel to review progress, coordinate the work, and to answer questions and resolve issues. The Consultant will prepare minutes of these meetings and forward them to the County for review and distribution.

1.4 Quality Control Plan

Establish review and checking procedures for project deliverables. Designate responsibility for implementation of the plan.

1.5 Invoice Processing and Review

Create, process, and review invoices to ensure they meet County standards and all necessary information is included. Coordinate with County staff as necessary and answer any questions. Verify percent work complete on project is in line with percent billed. Includes all other general project administration necessary to complete the project.

2.0 Communication Plan

The Consultant will follow and participate in the County’s Communication Plan. The Communication Plan will include public notices and public meetings.

2.1 Property Owner Coordination – Public Notices

The following Public Notices are anticipated as part of this project:

1. Open House Invitation letter
2. Post Open House letter

The County will provide templates for all letters to the Consultant and will mail all letters. Property Owners will be encouraged to respond directly to the County with comments and concerns. The Consultant shall assist in tracking public comments and incorporate suggestions into the project, as appropriate.

2.2 Property Owner Coordination – Public Meeting

The Consultant will attend one (1) public informational meeting. The purpose of the meetings will be to provide a brief overview of the proposed improvements to the surrounding property owners/businesses, and stakeholders, provide a summary of the findings from the Environmental Assessment, discussion of the
improvement plan, as well as gather information on the concerns, priorities and specific issues of the adjacent property owners and other affected parties. The Consultant shall provide the following services:

1. Participation in one (1) pre-planning meetings approximately one week prior to the public meeting.
2. Preparation of a Power Point presentation for the public meeting (template provided by the Iowa DOT).
3. Preparation of strip maps showing the study area, environmentally sensitive areas, alternatives evaluated, and recommended improvements.
4. Preparation of a Project Fact Sheet (template provided by the Iowa DOT).
5. Attendance at and participation in presentation at the meetings.

TASK B – DESIGN STUDY REPORT

1.0 Design Study Report Development

1.1 Design Study Report

The Consultant will coordinate with the representative jurisdictions for the corridor project to develop a Design Study Report. Representative jurisdictions include Linn County and the cities of Cedar Rapids, Hiawatha, Robins, and Marion. Iowa DOT will also be coordinated with in the document development as Federal-aid is anticipated for the remaining segments of Tower Terrace Road. Elements of the Design Study Report are to include:

1. Corridor cross section
2. Clear zone
3. Pavement design
4. Bridge structure type
5. Design speed
6. Intersection type and control
7. Access type and control spacing
8. Utility design guides
9. Joint utility trench locations
10. Right-of-way requirements such as spacing behind sidewalk/sidewalk
11. Lighting and signage
12. Streetscape amenities
13. Other items as determined by the PMT

TASK C – ENVIRONMENTAL ASSESSMENT AND FONSI

1.0 Environmental Assessment and FONSI

The National Environmental Policy Act (NEPA) of 1969, as amended, establishes a national policy for protecting the environment. NEPA provides for the analysis and comparison of alternative impacts for a proposed project seeking federal funding or approval. The proposed improvements to and funding sources for Tower Terrace Road constitute a federal action and are subject to requirements set forth in the National Environmental Policy Act.

Federal Highway administration (FHWA) and Iowa DOT Bureau of Location and Environment (BLE) will determine the appropriate documentation. The proposed action may have a significant environmental impact from existing conditions. The project will be classified, likely as an Environmental Assessment (EA) by Iowa DOT and FHWA at the time the Project Concept Statement is submitted to Iowa DOT, however, could be classified
as a Categorical Exclusion (CE). The fee for this project represents completion of an EA and subsequently the completion of a Finding of No Significant Impact (FONSI).

The analysis must consider all reasonable alternatives to include the “no action” alternative. A matrix will be developed to assist in selection of a preferred alternative. The “no action” alternative is used as the basis for comparing the potential effects. Potential impact categories analyzed include but are not limited to:

1. Socioeconomic  
2. Park and Recreation: Section 6(f)  
3. Environmental Justice  
4. Cultural Resources (Section 106)  
5. Air Quality  
6. Regulated Materials  
7. Noise  
8. River/Floodplain  
9. Threatened and Endangered Species  
10. Visual  
11. Biotic Communities  
12. Pedestrian/Bicycle Facilities  
13. Woodlands  
14. Section 4(f) Resources  
15. Water Quality  
16. Indirect/Cumulative Impacts

Below is an abbreviated list of major tasks associated with an Environmental Assessment:

1. Regulatory agency coordination and comments  
2. Public involvement: public informational meetings, surveys, informational packets, websites, and public hearing  
3. Project purpose and need  
4. Range of alternatives including a no-build and build options  
5. Alternatives analysis for impacts to the social and natural environment  
6. Regulatory permitting and mitigation needs  
7. Draft Environmental Document  
8. Final Environmental Document  
9. FONSI

As the preliminary engineering phase of each project is underway, the NEPA process will also be completed. The Project Concept Statement is the catalyst for the Iowa DOT BLE and FHWA to determine the level of NEPA documentation required for each project. This documentation effort must be completed prior to any project development activities, such as right-of-way acquisition or final design. The purpose is to ensure federal funds are not being used to impact resources protected by federal legislation.

In order to meet the objectives of the NEPA Documentation, the Project Team will gather project information and background information from the Iowa DOT, District Engineer, and other agencies as needed. This includes, but is not limited to, engineering and environmental documentation, traffic modeling, and traffic studies within and adjacent to the corridor. This information will be incorporated into the NEPA Document. Additional data will be collected to identify the existing conditions within the project area.

1. Development of Work
   
a. The work to be performed by the Consultant under this contract shall encompass and include all detail work, services, materials, equipment, and supplies necessary for the Consultant to deliver environmental services to the County concerning the preparation, completion, and delivery of an Environmental Assessment (EA) document.
2. Implementation of Work

   a. The Consultant specifically acknowledges and agrees that the Scope of Services summarizes the preparation of an Environmental Assessment for the NEPA Process, to be submitted to the County for approval. The work shall be performed by qualified trained personnel provided by the Consultant and will follow in strict accordance with applicable laws, regulations, and rulings.

3. Types of Work

   a. Work performed by the Consultant for the County includes, but is not limited to, the following:

      i. Cover Sheet – Names, addresses, and phone numbers of Iowa DOT and FHWA staff. Side-by-side signature blocks for representatives of FHWA and Iowa DOT Bureau of Location and Environment.

      ii. Table of Contents – Includes a table of contents and lists of figures and tables relevant to the project.

      iii. EA Worksheet and Resource Summary Sections – Streamlined worksheet and summary sections that will include Socioeconomic, Natural Environment, Cultural and Physical sections as outlined in the current Iowa DOT streamlined EA Worksheet. Included are worksheet and summary sections allowing for additional comment regarding controversy potential and Section 4(f) details if applicable.

      iv. Project Description – A brief description of the proposed project action and the project study area will be submitted to the Iowa DOT prior to any public/agency involvement. Included within the project description are the project length, county, municipality, and termini. Also included will be a description of the proposed improvement(s), any unusual natural or socioeconomic features within the project study area, and a location map of the proposed action area.

      v. Project History – Within the project description will be a summary of any past actions by Iowa DOT or other entities that relate to the project. Included are original construction, repair and rehabilitation, previous studies, and any public involvement activities.

      vi. Purpose and Need – Describe the work to be completed. The project purpose will be a general statement of the overall intended objective to be achieved by a proposed transportation facility. The project need will be a more detailed explanation of the specific transportation problems or deficiencies that have necessitated a search for improvements.

      vii. Alternatives – Included within the range of alternatives will be a No Action Alternative. If a preferred alternative exists, it will be identified and briefly discussed along with the identification of all other reasonable alternatives that were considered but dismissed. If a preferred alternative does not exist, all reasonable alternatives being considered will be identified and discussed. The Resource Justification Database currently used by Iowa DOT for the Streamlined EA process will be used as the guide in analyzing project alternatives.

      viii. Impacts – Technical memoranda will be prepared prior to submittal of the preliminary EA for review. The technical memoranda will discuss the methodology and analysis for each resource discussed. The document will be based on the results of each technical memorandum. The method for determining actual impacts will need approval by the Iowa DOT. The document combines both affected environment and environmental consequences information focusing on resources that are present in the project area and those resources that will be potentially impacted. The indirect and cumulative effects of the project on resources will be described, as will mitigation proposals if they are warranted.
ix. Comments and Coordination – Includes a list of agencies and individuals who received copies of the early coordination materials or will receive the EA for comment. This section will include summarized responses from early coordination with agencies and summarized NEPA/404 merged meetings, as well as discussions concerning public meeting/hearing.

x. Disposition of the Environmental Assessment – Includes a summary of action to date, future steps to be taken in the development process, and whether or not the preparation of an Environmental Impact Statement (EIS) or a Finding of No Significant Impact (FONSI) should take place.

xi. Appendices (if needed) – Appendices will be provided to support information for the EA if necessary. If possible, information needed to support the Streamlined EA will be included within the document rather than being included as an appendix.

Note: The Section 4(f) process will be followed. If a Section 4(f) Statement is required, it will be a stand-alone document bound with the Environmental Assessment.

1.1 Wetland and Stream Delineation

The Consultant will provide Wetland and Stream Delineation for the above referenced project. The Delineation will be performed to determine the upper boundaries of wetland and stream areas at the project site. The Consultant will review United States Geological Survey topographic maps, National Wetland Inventory maps, Soil Survey, and aerial photographs as part of a preliminary data search. On-site visits will be performed to gather data pertaining to wetland vegetation, wetland hydrology, and hydric soils. The boundary of each wetland and stream located within the project limits will be surveyed. Field work will be conducted in accordance with procedures outlined in the 1987 US Army Corps of Engineers Wetland Delineation Manual and Midwest Supplement. The Consultant will provide copies of the Wetland and Stream Delineation Report summarizing the findings of the data searches and the on-site wetland delineation.

1.2 Phase I Environmental Site Assessment

The Consultant will complete a Phase I Environmental Site Assessment (EUA) for the project site. The Phase I ESA will include a review of state and federal environmental record sources and site history, along with a visual inspection of the site to identify any recognized environmental conditions associated with the subject property. Review of environmental record sources will include information provided by the Environmental Protection Agency Region VII through the Freedom of Information Act. These records include the National Priority List, Comprehensive Environmental Response Compensation and Liability Information System, and Resource Conservation and Recovery Information System. The review will include a search for any information related to the subject properties and surrounding area. The Consultant will review data provided by the Iowa Department of Natural Resources for any information concerning underground storage tank registration or removal, leaking underground storage tanks, permitted sanitary landfills, hazardous substance disposal sites, RCRIS compliance violators, and emergency response actions. For the site history review, available aerial photographs, topographic maps, fire insurance maps, historic street directories, and chain of title (if available) for the subject properties will be examined.

The Consultant will perform a site reconnaissance at the locations to investigate each building, current uses, and to identify conditions or activities related to the treatment, storage, disposal, or generation of hazardous substances or petroleum products on the subject sites. Interviews not already completed with persons familiar with the use or prior use of the properties will be included in the assessment.

The Consultant will provide to the County written reports for the Phase I Environmental Site Assessment to include discussion on the site history, environmental record source review, geology and hydrogeology, site reconnaissance, interviews, and recommendations. The County will provide landowner information including, names, addresses, and phone numbers.
The Phase I Environmental Site Assessment will conform to ASTM Practice E 1527-13 and the All Appropriate Inquiries Act under the Small Business Relief and Brownfields Revitalization Act of 2002.

1.3 Desktop Habitat Review

The Consultant will evaluate potential Indiana and northern long-eared bat habitat at the sites provided by the County. Utilizing GIS data provided by the County, the Consultant will review aerial photography to determine if the sites have potential to be suitable habitat for the bat species. Criteria to be used for considering areas as potential habitat include area of land within and adjacent each site and proximity to permanent water in the form of a stream, river, pond, or lake.

Deliverables will include a memo describing methodologies, findings, recommendations, and ArcGIS shapefiles.

1.4 Cultural Resources Investigations

The project will require cultural resource review to fulfill requirements of Section 106 of the National Historic Preservation Act. Wapsi Valley Archaeology, Inc. is able to provide both archaeological and architectural history investigations required for the project.

Wapsi Valley Archaeology, Inc. will also complete a reconnaissance level architectural history survey for this project. Part of the proposed project lies in a heavily developed area. The primary intent of this study will be to assess whether historic architectural resources are present in the vicinity that could be adversely affected by the proposed project, and to assist project engineers with avoidance of adverse effects to resources.

This study will involve the compilation of data on previous research and a discussion of architectural features that may be of concern in or immediately adjacent to the project area. The reconnaissance level investigation will provide a listing and brief description of previously evaluated architectural properties in the immediate vicinity of the project area; brief (reconnaissance-level) examination of other architectural resources in the vicinity; and photographs of historic buildings. The study will assist with avoidance of potentially significant resources and recommend whether more intensive survey and evaluation is warranted, or whether indirect effects (from vibrations) may be an issue for the project. Site inventory forms will be completed for potentially eligible properties.

Following completion of the investigations, separate reports will be prepared for the archaeological and architectural history research. The reports will present findings, conclusions, recommendations, detailed maps, and photographs.

1.5 Deliverables

The scope of services shall be considered complete upon completion and delivery of the following items to the satisfaction of the County:

1. Environmental Reports
2. Public Hearing Exhibits
3. Preliminary cost opinion

2.0 Utility Coordination

The Consultant will coordinate with the County, cities of Cedar Rapids, Hiawatha, Robins, and Marion, Iowa DOT and utility companies to discuss impacts to said utilities as a result of the project. This coordination effort includes the Consultant’s offset location (not design) of new street lights. The Consultant will coordinate with local utility companies and local governments to address any other utility conflicts as a result of this project.
SCHEDULE

The Scope of Services shall be completed in accordance with the following schedule, based on an authorization date of June 1, 2020, unless modified by mutual agreement or by factors beyond the control of the Consultant.

<table>
<thead>
<tr>
<th>Milestone</th>
<th>Completion Date</th>
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<tr>
<td>Project Kickoff</td>
<td>June 15, 2020</td>
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<tr>
<td>Meetings with Jurisdiction Representatives</td>
<td>Monthly</td>
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<tr>
<td>Field Studies and Technical Memoranda Complete</td>
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</tr>
<tr>
<td>Design Study Report Complete</td>
<td>September 30, 2020</td>
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<tr>
<td>Environmental Assessment Complete</td>
<td>June 30, 2021</td>
</tr>
<tr>
<td>Public Information Meeting</td>
<td>August 31, 2021</td>
</tr>
<tr>
<td>FONSI Complete</td>
<td>December 31, 2021</td>
</tr>
</tbody>
</table>
COUNTY’S RESPONSIBILITIES

The County shall be responsible for coordinating the following items in a timely manner and at no cost to the Consultant:

1. Provide copies of all available construction drawings and specifications for identified facilities.
2. Provide aerial images and GIS files of existing utilities in and around the project.
3. Provide timely review comments to keep the project on schedule.
4. Communicate County Board of Supervisor resolutions affecting the Project.
5. Provide timely invoices to each jurisdiction upon receiving invoices and progress reports from the Consultant.
**INSURANCE REQUIREMENTS AND DOCUMENTS**

**D.1  Insurance Types and Coverages**

**D.1.1  General Liability Insurance**  Consultant shall carry the most recently approved ISO Commercial General Liability Insurance policy, or its equivalent, written on an occurrence-basis, with limits not less than $1,000,000 per occurrence/ $2,000,000 general and products/completed operations aggregate (on a per location and/or per job basis) for Bodily Injury and Property Damage, including the following coverages:

- Premises and Operations Coverage
- Independent Consultant’s Coverage
- Contractual Liability
- Products and Completed Operations Coverage
- Broad Form Property Damage Liability
- Personal Injury Liability, with the contractual exclusion removed

This coverage shall protect the public or any person from injury or property damages sustained by reason of the Consultant or its employees carrying out the work involved in this Agreement.

**D.1.2  Worker’s Compensation and Employers Liability Insurance**  Consultant shall carry Workers’ Compensation (or maintenance of a legally permitted and governmentally-approved program of self-insurance which includes excess worker’s compensation with statutory limits) covering Consultant employees pursuant to applicable state workers’ compensation laws and/or Federal Regulations (FELA, USL&H, Jones Act) for work-related injuries suffered by employees of Consultant. Employer’s Liability Insurance shall cover locations of all work places involved in this contract and the limits shall not be less than:

- Bodily Injury by Accident $500,000 Each Accident
- Bodily Injury by Disease $500,000 Policy Limit
- Bodily Injury by Accident $500,000 Each Employee

**D.1.3  Automobile Liability Insurance:** The most recently approved ISO Business Automobile Liability Insurance policy, or its equivalent, covering owned, hired and non-owned vehicles with limits of not less than $1,000,000 per occurrence for Bodily Injury and Property Damage combined.

Coverage shall include all owned, leased, hired, non-owned, and employee non-owned vehicles used in the performance of this Agreement by the Consultant or its employees.

**D.1.4  Professional Liability Insurance** covering damages arising out of negligent acts, errors, or omissions committed by Consultant in the performance of this Agreement, with a liability limit of not less than $1,000,000 per occurrence covering all work performed by the Consultant, its employees, subcontractors or independent contractors. If this coverage is written on a claims made policy form, the certificate of insurance must clearly state coverage is claims made and coverage must remain in effect for at least two (2) years after the final payment is made to the Consultant and the project being accepted by the County. The intent of this policy is to provide coverage for claims arising out of the performance of professional services under this contract and caused by any negligent act, error, or omission for which the Consultant is held liable.
D.1.5 **Umbrella Liability Insurance** with a minimum limit of $5,000,000 each occurrence/aggregate where applicable to be excess of the coverages and limits of the underlying policies required. Consultant shall notify County, if at any time their full umbrella limit is not available during the term of this Agreement, and will purchase additional limits, if requested by the County.

D.2 **Subcontractor’s Insurance**

Should the County permit the Consultant to further sublet or subcontract any portion of the Services, the Consultant shall, before permitting any of its Subcontractors to perform any Services, require each Subcontractor to carry insurance with terms and limits identical to that specified in this Agreement. Prior to the commencement of Services by any Subcontractor, the Consultant shall provide to the Project Manager, certificates of insurance evidencing that each Subcontractor carries insurance as required by this Agreement.

D.3 **Qualifying Insurance**

Policies shall be issued by insurers authorized to do business in the State of Iowa and currently having an A.M. Best rating of B+, VIII or better. All policies shall be occurrence form. If Professional Liability coverage is written on a claims made policy form, the certificate of insurance must clearly state coverage is claims made and coverage must remain in effect for at least two years after final payment with the Consultant continuing to furnish the County certificates of insurance evidencing coverage. The Consultant shall be responsible for deductibles and self-insured retentions in the Consultant’s insurance policies.

D.4 **Certificates of Insurance and Insurance Policy**

The Consultant shall, prior to execution of this Agreement, deliver to the Project Manager, certificates of insurance evidencing valid coverage in effect as specified in this Agreement. For those insurance coverages whereby County is required to be named as an additional insured, the Consultant shall at any time requested by the County prior to or during the term of the Services or this Agreement, deliver to the County certified copies of any and all insurance policies so requested. Further, should a loss arise after final acceptance that may give rise to a claim against the Consultant, and/or the County as additional insured, the Consultant shall deliver to the County, or shall cause its insurers or agents to deliver, certified copies of the policies maintained during the term of the Services or this Agreement, if so requested by the County.

D.5 **Additional Requirements**

The General Liability policy shall include contractual liability.

All Workers’ Compensation policies shall contain provisions that the insurance companies will have no right of recovery or subrogation against the County, its sub-divisions, co-lessees, or co-venturers, agents, directors, officers, employees, servants, and insurers, it being the intention of the parties that the insurance as effected shall protect all parties.

Any and all deductibles in the insurance policies or inadequacy of limits shall be assumed by, for the account of and at Consultant’s sole risk.

All policies:
- Must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance carried by the County (except for Workers’ Compensation and Professional Liability).
- Must include a Waiver of Subrogation Clause (except for Professional Liability).
- May not be non-renewed, cancelled or materially changed or altered unless 30 days advance written notice is provided to the County.

The Consultant or their Agent shall provide written notice to the County’s Project Manager, no less than thirty (30) days prior to the effective date of any non-renewal or cancellation of any policies required by this Agreement. Consultant shall not cancel or make any material change in any such policies without the prior written consent of County. Should the Consultant or its Subcontractors fail to provide or maintain any of the insurance coverages referred to in this Agreement, the County shall have the right, but no
obligation, to provide or maintain such coverage, or coverage affording equivalent protection, at the Consultant's expense, either by direct charge or set-off.

County does not represent that the insurance coverages specified herein, whether in scope of coverage or amounts of coverage, are adequate to protect the obligations of the Consultant, and the Consultant shall be solely responsible for any deficiencies thereof.

Nothing in this Section shall be deemed to limit the Consultant's liability under this Agreement.

D.6 **Certificates of Insurance and Endorsements Requirements:**

The Certificate of Insurance shall be prepared according to the following instructions:

a. The following address must appear in the Certificate Holder section:
   
   Linn County  
   935 2nd Street SW  
   Cedar Rapids, IA 52404  

b. The Project name and Contract Number being covered must appear in the certificate description area.

c. All companies affording coverage must be clearly listed.

d. All policy numbers must be clearly listed.

e. Current policy dates and limits must be clearly indicated.

f. If the professional liability coverage is written on a claims-made policy form, the certificate of insurance must clearly state coverage is claims-made. Furthermore, a Cancellation and Materials Change endorsement or a signed letter on the agent’s letterhead, from the insured’s insurance agent, confirming that the agent will provide notice that a cancellation, non-renewal, or material change is made to the policy shall be provided.

The following endorsements are required to be included with the Certificate of Insurance to evidence that the policy has been endorsed:

**Linn County, Iowa  
ADDITIONAL INSURED ENDORSEMENT**

Linn County, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as additional insureds with respect to liability arising out the Insured’s work and/or Services performed for Linn County, Iowa. This coverage shall be primary to the additional insureds, and not contributing with any other insurance or similar protection available to the additional insureds, whether available coverage be primary, contributing, or excess.

**Linn County, Iowa  
GOVERNMENTAL IMMUNITIES ENDORSEMENT**

1. **Non-waiver of Government Immunity** The insurance carrier expressly agrees and states that the purchase of this policy and the including of the Linn County, Iowa, as an Additional Insured does not waive any of the defenses of governmental immunity available to Linn County, Iowa under Code of Iowa Section 670.4 as it now exists and as it may be amended from time to time.
2. **Claims Coverage** The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as may be amended from time to time.

3. **Assertion of Government Immunity** Linn County, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the Linn County, Iowa.

4. **Non-Denial of Coverage** The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the Linn County, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by Linn County, Iowa.

5. **No Other Change in Policy** The insurance carrier and Linn County, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

**Linn County, Iowa**

**CANCELLATION AND MATERIAL CHANGES ENDORSEMENT**

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to Linn County, Iowa’s attention: Dawn Jindrich, Linn County, Iowa Finance Director, 935 2nd Street SW, Cedar Rapids, IA 52404. This endorsement supersedes the standard cancellation statement on the Certificate of Insurance to which this endorsement is attached.

*(Please note that the County does accept a signed letter on the agent’s letterhead, from the insured’s insurance agent, confirming that the agent will provide notice as indicated above.)*

D.7 **Renewal and Cancellation Notices:**

During the term of the Agreement, the County shall be provided with renewal certificates of insurance and endorsements. Notice is required prior to cancellation of any policy.

The required insurance certificates, including Certificates of Insurance and Endorsements, follow this page.
# STANDARD FEE SCHEDULE

## SNYDER & ASSOCIATES, INC.

**2020-21 STANDARD FEE SCHEDULE**

<table>
<thead>
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<th>Billing Classification/Level</th>
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