LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA
Wednesday, June 17, 2020
12 p.m.
Formal Board Room—Jean Oxley Public Service Center
935 2nd St. SW, Cedar Rapids, IA

Call to Order

Pledge of Allegiance

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

Consent Agenda
Items listed on the consent agenda are routine and will be considered by one motion without individual discussion unless the Board removes an item for separate consideration.

Approve and authorize Chair to sign a Vacancy Form requesting a Summer Intern for the Linn County Attorney’s Office

Approve and authorize Chair to sign a Vacancy Form requesting an Environmental Health Specialist for the Public Health Department

Approve and authorize Chair to sign a Vacancy Form requesting an Elections Systems Manager for the Auditor’s office

Reports
Receive and place on file Treasurer’s (Auto Dept.) Report to the County Auditor Receipts and Disbursements for the Month of May, 2020.

Receive and place on file the Sheriff’s Quarterly Report for January 1 to March 31, 2020 totaling $1,621,039.

Resolutions
Resolution to approve Final Plat for Axeland Acres Addition Case JF20-0004

Resolution transferring appropriations within the Public Safety and Legal Services activity area by increasing County Attorney and decreasing Board Other by $5,000.

Contract and Agreements
Approve and authorize Chair to sign a Linn County Employer of Record and Administrative Support Agreement between Linn County Early Iowa (ECI) Board and Linn County Board of Supervisors on behalf of Linn County Community Services effective July 1, 2020 through June 30, 2021 in the amount of $105,349.

Approve and authorize Chair to sign a Professional Services Agreement between Linn County and Snyder & Associates, for a Tower Terrace Road National Environmental Policy Act (NEPA) and Design Study Report effective June 15, 2020 through March 31, 2020 in an amount not to exceed $345,000.
Approve and authorize Chair to sign the Linn County Preservation Fiscal Year 2021 Grant Agreements with the grantees of the Historic Preservation Grant program as the Agreements signed by the grantees are received by Linn County. The agreements are as follows: Brucemore-$5,000; City of Cedar Rapids Parks & Recreation Department-$4,000; Coggon Community Historical Society-$4,000; Granger House Victorian Museum-$4,000; National Czech & Slovak Museum-$2,455; Linn County Historical Society, d.b.a. The History Center-$2,180; Troy Mills Historical Society-$5,700 for a total of $28,800.00.

Approve and authorize Chair to sign a 28E Agreement with the City of Cedar Rapids for bridge inspection services to be completed by the contract with IIW.

Approve and authorize Chair to sign a 28E agreement with the City of Prairieburg to place rock and calcium chloride for stability on shared portions of Wagner Road.

Approve and authorize Chair to sign a 28E Agreement with the City of Fairfax for bridge inspection services to be completed by the contract with IIW.

Approve and authorize Chair to sign a 28E Agreement with the City of Marion for bridge inspection services to be completed by the contract with IIW.

Approve and authorize Chair to sign a 28E Agreement with the City of Walford for bridge inspection services to be completed by the contract with IIW.

Authorize Linn County Board of Supervisors Chair, to electronically sign Amendment 1 of Contract #5881HC08 between the Iowa Department of Public Health and Linn County Community Services/Ryan White Program authorizing an additional $18,000.00 in funding for contract year April 1, 2020 – March 31, 2021 bring the contract total from $374,937 to $392,937.

Approve and authorize Chair to sign the FY21 Byrne Justice Assistance Grant (JAG) Program Award, Governing Body Review between Linn County and Foundation 2 for supplemental funds for the Mental Health Access Center in the amount of $21,000.

Approve and authorize Chair to sign a Fiscal Year 2021 Transit Purchase of Service Contract between East Central Iowa Council of Governments (ECICOG) and Linn County to provide public transit service effective July 1, 2020 through June 30, 2021

Approve the 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.

Approve the carryforward of Fiscal Year 2020 unemployment fund balance ($69,000) 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)

Approve and authorize Chair to sign the renewal of Health Solutions Master Services Agreement for FY21.

Authorize Chair to sign 36 month lease agreement at $509.77/month with Gordon Flesch for a copier for the County Attorney’s Office.

Licenses & Permits

Regular Agenda

Discuss and Decide on Consent Agenda
Minutes
Discuss and decide on meeting minutes.

Update on Linn County’s response to COVID-19

Discuss and decide on COVID-19 Budget Requests

Discuss and decide on Change Order #1, from DW Zinser Company for the Building Demolition Project at 1006 2nd Street SW, Cedar Rapids Increasing the Contract Sum by $2,500

Public Comment: Five Minute Limit per Speaker
This is an opportunity for the public to address the board on any subject pertaining to board business.

Claims
Discuss and decide on claims.

Board Member Reports

Correspondence

Appointments

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.
SELECT ONE:

- NEW POSITION

- REPLACEMENT

SELECT ONE:

- NEW JOB CLASSIFICATION
  - Summer Intern

- REPLACES:

- EXISTING JOB CLASSIFICATION

DEPARTMENT: Linn County Attorney's Office

VACANCY DATE: ____________________________

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: ____________________________  6/5/20

DEPARTMENT HEAD (original signature required)  DATE

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: ____________________________  STARTING SALARY: $15.00/hour

HR DIRECTOR COMMENTS:

FINANCE/BUDGET DIRECTOR COMMENTS:

APPROVED BY: ____________________________  6-8-20

HUMAN RESOURCES DIRECTOR  DATE

APPROVED BY: ____________________________  6/9/20

FINANCE/BUDGET DIRECTOR  DATE

APPROVED BY: ____________________________

CHAIRPERSON/BOARD OF SUPERVISORS  DATE
VACANCY FORM

SELECT ONE:
☐ NEW POSITION

☐ REPLACEMENT
REPLACES: ________________________________

☐ NEW JOB CLASSIFICATION
REPLACES: ________________________________

☐ EXISTING JOB CLASSIFICATION

JOB TITLE: Environmental Health Specialist

DEPARTMENT: Public Health

VACANCY DATE: 5/26/2020

SHIFT/HOURS: 8:00 am - 4:30 pm

NUMBER OF POSITIONS: 1

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

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

NEW POSITION FUNDING SOURCE(S):
Current funding in 101-36-30204. Environmental Health Technician is vacant and 50% of Environmental Chemist will be reassigned to Air Quality 101-36-30204 to perform duties performed by Kyle Lundberg, who is retiring and vacancy will not be filled. No new tax asked.

POSITION TYPE:
☐ FULL-TIME  ☐ PART-TIME ___# of hours/week  ☐ TEMPORARY/SEASONAL
☐ ON-CALL/SUBSTITUTE  ☐ GRANT-FUNDED
☐ BARGAINING UNIT: ☐ Clerical  ☐ Maintenance  ☐ Para Professional  ☐ Professional
☐ Attorneys  ☐ Conservation  ☐ Sergeants  ☐ PPME
☐ NON-BARGAINING UNIT (Management and Confidential Employees)

APPROVED BY: ________________________________
DEPARTMENT-HEAD (original signature required)  06.01.2020

DATE

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

HR DIRECTOR COMMENTS: ________________________________
FINANCE/BUDGET DIRECTOR COMMENTS: ________________________________

APPROVED BY: ________________________________
HUMAN RESOURCES DIRECTOR  06.04.2020

APPROVED BY: ________________________________
FINANCE/BUDGET DIRECTOR  09.10.2020

APPROVED BY: ________________________________
CHAIRPERSON/BOARD OF SUPERVISORS

DATE

DATE

DATE
SELECT ONE:
☑ NEW POSITION
☐ REPLACEMENT
REPLACES:
☐ EXISTING JOB CLASSIFICATION
SHIFT/HOURS: n/a
NUMBER OF POSITIONS: 1
NEW POSITION FUNDING SOURCE(S):
Linn County
Approved as budget offer for FY 21.

POST TO INSIDE: ☐ YES ☐ NO
ADVERTISE: ☐ 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.

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 M. Haynes, Deputy Election Director
DEPARTMENT HEAD (original signature required) 6/9/20
DATE

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:
PAY GRADE: Mgmt - 27 STARTING SALARY: min $168,548
HR DIRECTOR COMMENTS: Has approved the job description
FINANCE/BUDGET DIRECTOR COMMENTS:

APPROVED BY: Lisa D. Powell
HUMAN RESOURCES DIRECTOR 6-11-20
DATE

APPROVED BY:
FINANCE/BUDGET DIRECTOR

APPROVED BY:
CHAIRPERSON/BOARD OF SUPERVISORS
Linn County, Iowa  
Classification:  
Elections Systems Manager

<table>
<thead>
<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.

LICENSEING/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)
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
<table>
<thead>
<tr>
<th>FUND</th>
<th>RECEIPTS</th>
<th>TRANSFERS</th>
<th>DISBURSEMENTS</th>
<th>PREVIOUS BAL.</th>
<th>GRAND TOTAL</th>
</tr>
</thead>
<tbody>
<tr>
<td>AUTO LICENSE</td>
<td>$ 3,347,138.80</td>
<td>$ 3,042,587.50</td>
<td>$ 3,042,587.50</td>
<td>$ 3,347,138.80</td>
<td></td>
</tr>
<tr>
<td>USE TAX</td>
<td>$ 1,646,477.79</td>
<td>$ 1,499,799.27</td>
<td>$ 1,499,799.27</td>
<td>$ 1,646,477.79</td>
<td></td>
</tr>
<tr>
<td>SURCHARGE</td>
<td>$ 17,985.00</td>
<td>$ 13,795.00</td>
<td>$ 13,795.00</td>
<td>$ 17,985.00</td>
<td></td>
</tr>
<tr>
<td>AMATEUR RADIO</td>
<td>$ 70.00</td>
<td>$ 60.00</td>
<td>$ 60.00</td>
<td>$ 70.00</td>
<td></td>
</tr>
<tr>
<td>BLACK OUT</td>
<td>$ 19,499.00</td>
<td>$ 12,360.00</td>
<td>$ 12,360.00</td>
<td>$ 19,499.00</td>
<td></td>
</tr>
<tr>
<td>BREAST CANCER</td>
<td>$ 55.00</td>
<td>$ 35.00</td>
<td>$ 35.00</td>
<td>$ 55.00</td>
<td></td>
</tr>
<tr>
<td>BRONZE STAR</td>
<td>$ 20.00</td>
<td>$ 20.00</td>
<td>$ 20.00</td>
<td>$ 20.00</td>
<td></td>
</tr>
<tr>
<td>CATTLEMAN</td>
<td>$ 60.00</td>
<td>$ 110.00</td>
<td>$ 110.00</td>
<td>$ 60.00</td>
<td></td>
</tr>
<tr>
<td>CHOOSE LIFE</td>
<td>$ 55.00</td>
<td>$ 20.00</td>
<td>$ 20.00</td>
<td>$ 55.00</td>
<td></td>
</tr>
<tr>
<td>ISU</td>
<td>$ 274.00</td>
<td>$ 295.00</td>
<td>$ 295.00</td>
<td>$ 75.00</td>
<td></td>
</tr>
<tr>
<td>U OF I</td>
<td>$ 1,014.00</td>
<td>$ 1,060.00</td>
<td>$ 1,060.00</td>
<td>$ 1,014.00</td>
<td></td>
</tr>
<tr>
<td>UNI</td>
<td>$ 75.00</td>
<td>$ 150.00</td>
<td>$ 150.00</td>
<td>$ 75.00</td>
<td></td>
</tr>
<tr>
<td>OTHER COLLEGE PL</td>
<td>$ 225.00</td>
<td>$ 225.00</td>
<td>$ 225.00</td>
<td>$ 225.00</td>
<td></td>
</tr>
<tr>
<td>PERS PLATE</td>
<td>$ 2,768.00</td>
<td>$ 2,635.00</td>
<td>$ 2,635.00</td>
<td>$ 2,768.00</td>
<td></td>
</tr>
<tr>
<td>DECAL</td>
<td>$ 10.00</td>
<td>$ 5.00</td>
<td>$ 5.00</td>
<td>$ 10.00</td>
<td></td>
</tr>
<tr>
<td>DUCKS UNLTD</td>
<td>$ 35.00</td>
<td>$ 45.00</td>
<td>$ 45.00</td>
<td>$ 35.00</td>
<td></td>
</tr>
<tr>
<td>EDUCATION</td>
<td>$ 20.00</td>
<td>$ 15.00</td>
<td>$ 15.00</td>
<td>$ 20.00</td>
<td></td>
</tr>
<tr>
<td>EMS</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>EV/PHEV</td>
<td>$ 2,326.68</td>
<td>$ 1,465.10</td>
<td>$ 1,465.10</td>
<td>$ 2,326.68</td>
<td></td>
</tr>
<tr>
<td>FALLEN OFFICER</td>
<td>$ 55.00</td>
<td>$ 70.00</td>
<td>$ 70.00</td>
<td>$ 55.00</td>
<td></td>
</tr>
<tr>
<td>FIREFIGHTER</td>
<td>$ 25.00</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 25.00</td>
<td></td>
</tr>
<tr>
<td>GOD BLESS</td>
<td>$ 60.00</td>
<td>$ 75.00</td>
<td>$ 75.00</td>
<td>$ 60.00</td>
<td></td>
</tr>
<tr>
<td>GOLD STAR FAMILY</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>HERITAGE</td>
<td>$ 10.00</td>
<td>$ -</td>
<td>$ -</td>
<td>$ 10.00</td>
<td></td>
</tr>
<tr>
<td>IOWA AG LITERACY</td>
<td>$ -</td>
<td>$ 15.00</td>
<td>$ 15.00</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>LEGION OF MERIT</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>LOVE R KIDS</td>
<td>$ 35.00</td>
<td>$ 20.00</td>
<td>$ 20.00</td>
<td>$ 35.00</td>
<td></td>
</tr>
<tr>
<td>MCYCLE RIDER</td>
<td>$ 15.00</td>
<td>$ 25.00</td>
<td>$ 25.00</td>
<td>$ 15.00</td>
<td></td>
</tr>
<tr>
<td>NAT'L GUARD</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>DNR</td>
<td>$ 3,315.00</td>
<td>$ 3,880.00</td>
<td>$ 3,880.00</td>
<td>$ 3,315.00</td>
<td></td>
</tr>
<tr>
<td>ORGAN DONOR</td>
<td>$ 60.00</td>
<td>$ 65.00</td>
<td>$ 65.00</td>
<td>$ 60.00</td>
<td></td>
</tr>
<tr>
<td>PEARL HARBOR</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>POW</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>PROFESSIONAL FIRE</td>
<td>$ 25.00</td>
<td>$ 30.00</td>
<td>$ 30.00</td>
<td>$ 25.00</td>
<td></td>
</tr>
<tr>
<td>PURPLE HEART</td>
<td>$ 40.00</td>
<td>$ 20.00</td>
<td>$ 20.00</td>
<td>$ 40.00</td>
<td></td>
</tr>
<tr>
<td>Department</td>
<td>First Column</td>
<td>Second Column</td>
<td>Third Column</td>
<td>Fourth Column</td>
<td>Fifth Column</td>
</tr>
<tr>
<td>----------------------</td>
<td>--------------</td>
<td>---------------</td>
<td>--------------</td>
<td>---------------</td>
<td>--------------</td>
</tr>
<tr>
<td>PWD</td>
<td>$ 5.00</td>
<td></td>
<td></td>
<td>$ 10.00</td>
<td>$ 5.00</td>
</tr>
<tr>
<td>USAF AIRFORCE</td>
<td>$ 25.00</td>
<td>$ 5.00</td>
<td></td>
<td>$ 10.00</td>
<td>$ 25.00</td>
</tr>
<tr>
<td>USAF ARMY</td>
<td>$ 30.00</td>
<td>$ 20.00</td>
<td></td>
<td>$ 20.00</td>
<td>$ 30.00</td>
</tr>
<tr>
<td>USAF COAST GUARD</td>
<td>$ 10.00</td>
<td></td>
<td></td>
<td>$ 10.00</td>
<td>$ 10.00</td>
</tr>
<tr>
<td>USAF MARINES</td>
<td>$ -</td>
<td>$ 20.00</td>
<td></td>
<td>$ 20.00</td>
<td>-</td>
</tr>
<tr>
<td>USAF NAVY</td>
<td>$ 25.00</td>
<td>$ 35.00</td>
<td></td>
<td>$ 35.00</td>
<td>$ 25.00</td>
</tr>
<tr>
<td>SHARE THE ROAD</td>
<td>$ 140.00</td>
<td>$ 95.00</td>
<td></td>
<td>$ 95.00</td>
<td>$ 140.00</td>
</tr>
<tr>
<td>SHRINERS</td>
<td>$ 5.00</td>
<td>$ 15.00</td>
<td></td>
<td>$ 15.00</td>
<td>$ 5.00</td>
</tr>
<tr>
<td>SILVER STAR</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>VETERANS</td>
<td>$ 250.00</td>
<td>$ 220.00</td>
<td></td>
<td>$ 220.00</td>
<td>$ 250.00</td>
</tr>
<tr>
<td>VETS CROSS/MEDAL</td>
<td>$ 10.00</td>
<td></td>
<td></td>
<td>$ 10.00</td>
<td>$ 10.00</td>
</tr>
<tr>
<td>ANATOMICAL FEES</td>
<td>$ 742.45</td>
<td>$ 567.10</td>
<td></td>
<td>$ 567.10</td>
<td>$ 742.45</td>
</tr>
<tr>
<td>ADMIN FEES</td>
<td>$ 15.00</td>
<td></td>
<td></td>
<td>$ 15.00</td>
<td>$ 15.00</td>
</tr>
<tr>
<td>MAIL PROCESSING</td>
<td>$ 26,600.00</td>
<td>$ 23,437.50</td>
<td></td>
<td>$ 23,437.50</td>
<td>$ 26,600.00</td>
</tr>
<tr>
<td>NSF FEES</td>
<td>$ 150.00</td>
<td>$ 210.00</td>
<td></td>
<td>$ 210.00</td>
<td>$ 150.00</td>
</tr>
<tr>
<td>AUTO TRANSFERS</td>
<td></td>
<td></td>
<td></td>
<td>$ (131,000.00)</td>
<td>$ (131,000.00)</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$ 5,069,755.72</strong></td>
<td><strong>$ -</strong></td>
<td>$ 4,603,516.47</td>
<td>$ -</td>
<td><strong>$ 4,472,516.47</strong></td>
</tr>
</tbody>
</table>

LINN COUNTY TREASURER

[Signature]
Office of
BRIAN D. GARDNER
LINN COUNTY SHERIFF
Sheriff@LinnCounty.org  LinnCounty.org
310 2ND AVE. SW, CEDAR RAPIDS, IA 52404-2003

SHERIFF'S QUARTERLY REPORT TO THE BOARD OF SUPERVISORS

January 1, 2020 to March 31, 2020

SERVICE FEES/MILEAGE $327,924.00
JUVENILE TRANSPORT $31,432.00
SEX OFFENDER REGISTRY $791.00
DRIVING RECORD FEES $0.00
REPRODUCTION (COPY) FEES $1,568.00
MISCELLANEOUS FEES $745.00
INTEREST $194.00
CARE OF PRISONERS $953,284.00
PRISONER RM/BRD 40% $40,491.00
WORK RELEASE FEES $22,860.00
JAIL COMMISSIONS $60,925.00
WEAPONS/PURCHASE PERMITS $44,652.00
COLLECTION OF FINES $136,173.00

QUARTERLY TOTAL $1,621,039.00

I, Brian D. Gardner, Sheriff of Linn County, Iowa, do hereby certify that the above report is correct of fees and mileage for county owned vehicles collected by me as Sheriff during the period therein specified.

[Signature]

Brian D. Gardner, Linn County Sheriff  Dated 6-15-20
LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # ___________________

APPROVING A FINAL PLAT

WHEREAS, a final plat of Axeland Acres Addition (Case #JF20-0004) to Linn County, Iowa, containing four (4) lots, numbered Lot 1, lettered Lot A and Outlot A and B, has been filed for approval, a subdivision of real estate located in the SESE of Section 24, Township 82 North, Range 7 West of the 5th P.M., Linn County, Iowa, described as follows:

Tract One
Beginning at the Northeast Corner of the Southeast Quarter of the Southeast Quarter of Section 24, Township 82 North, Range 7 West, of the fifth Principal Meridian, Linn County, Iowa; Thence S02°19′24″E, along the East Line of said Southeast Quarter of the Southeast Quarter, 1269.05 feet, to its intersection with the North Right-of-Way Line of Mabie Road; Thence S89°19′32″W, along said North Right-of-Way Line, 470.18 feet, to its intersection with the East Right-of-Way Line of Ely Road; Thence N58°12′15″W, along said East Right-of-Way Line, 70.58 feet; Thence N23°38′44″W, along said East Right-of-Way Line, 208.87 feet; Thence N27°55′47″W, along said East Right-of-Way Line, 500.55 feet; Thence S64°34′30″W, 49.99 feet, to a Point on the Centerline of said Ely Road; Thence S25°35′46″E along said Centerline 771.90 feet, to its intersection with the South Line of said Southeast Quarter of the Southeast Quarter; Thence S89°27′08″W, along said South Line, 36.43 feet; Thence N25°35′46″W, 154.85 feet; Thence Northwesterly, 1113.59 feet, along the Northeasterly Line of Parcel "A" of Plat of Survey No. 1444 and the Southeasterly Projection thereof, in accordance with the Plat thereof recorded in Book 6835 at Pages 174-176 of the records of the Linn County Recorder's Office, and along an arc of a 8544.37 foot radius curve, concave Northeasterly, whose 1112.80 foot chord bears N37°57′27″W, to its intersection with the West Line of said Southeast Quarter of the Southeast Quarter; Thence N02°14′20″W, along said West Line, 294.44 feet, to the Northwest Corner of said Southeast Quarter of the Southeast Quarter; Thence N89°27′19″E, along the North Line of said Southeast Quarter of the Southeast Quarter, 1314.56 feet, to the Point of Beginning.

Tract Two
Commencing at the Southwest Corner of the Southeast Quarter of the Southeast Quarter of Section 24, Township 82 North, Range 7 West, of the fifth Principal Meridian, Linn County, Iowa; Thence N02°14′20″W, along the West Line of the Southeast Quarter of the Southeast Quarter of said Section 24, a distance of 48.66 feet, to its intersection with the North Right-of-Way Line of Wright Brothers Boulevard, and the Point of Beginning; Thence continuing N02°14′20″W, along said West Line, 789.91 feet, to its intersection with the Southwesterly Line of Parcel "A" of Plat of Survey No. 1444, in accordance with the Plat thereof recorded in Book 6835 at Pages 174-176 of the records of the Linn County Recorder's Office; Thence Southeasterly 1003.30 feet, along said Southwesterly Line and an arc of a 8644.37 foot radius curve, concave Northeasterly, whose 1002.73 foot chord bears S38°35′42″E, to the Southerly most corner thereof, and a Point on the North Right-of-Way Line of said Wright Brothers Boulevard; Thence S89°27′39″W, along said North Right-of-Way Line, 594.63 feet, to the Point of Beginning.

WHEREAS, said plat is accompanied by a certificate acknowledging that said subdivision is by, and with the free consent of the proprietors, and is accompanied by a certificate dedicating certain property to the public, as shown on the plat; and
WHEREAS, said plat and its attachments thereunto have been found to conform to the requirements of the comprehensive plan and the subdivision ordinance, and the requirements of other ordinances and state laws governing such plats; and

WHEREAS, the following conditions as listed on the Planning and Development Staff Report of March 10, 2020 as last amended on April 20, 2020 have been addressed:

LINN COUNTY SECONDARY ROAD DEPARTMENT, 892-6400
1. Entrance permit required for new entrances and existing unpermitted entrances, Sec. 11 and the Unified Development Code, Article IV, Sec. 107-72 § 2 (h)(5). All approved entrances shall be brought into conformance with County standards. Lot 1 and Outlot A shall each be limited to a single access. Outlot B is allowed one access and a second with justification.
2. Dedication of road rights-of-way, County Standard Specifications, Section 5. A minimum of fifty feet of right-of-way on Wright Brothers Boulevard E, Mable Road and Ely Road adjacent to development shall be dedicated to the County for road purposes.
3. Road agreement with conditions similar to final plat cases. County Standard Specifications, Section 1.

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

LINN COUNTY PUBLIC HEALTH DEPARTMENT
No conditions to be met.

NATURAL RESOURCES CONSERVATION SERVICE
1. Show approximate location of natural drainage ways and a note restricting building within the natural drainage way should be shown on the final plat. Contact the NRCS office for widths and building restriction requirements.
2. Land disturbance greater than 1 acre in size, not associated with agricultural crop production, will require a NPDES permit granted by the Iowa Department of Natural Resources.
3. A site plan showing the footprint of proposed structures and septic systems and wells shall be submitted and accepted by the NRCS office prior to plat approval.
4. Clarify plans to address potential wetland area with NRCS.

LINN COUNTY CONSERVATION DEPARTMENT
No conditions to be met.

LINN COUNTY EMERGENCY MANAGEMENT
No conditions to be met.

LINN COUNTY PLANNING AND DEVELOPMENT - ZONING DIVISION
1. Various revisions to the site plan and final plat.
2. Prior to approval of the final plat, the owner must sign an “Acceptance of Conditions” form. The “Acceptance of Conditions” form states that the owner understands and agrees to comply with the agreed upon conditions as stated in the staff report.
3. This plat lies within the 2-mile jurisdiction of the City of Ely, and as per the 28E Agreement between the City and the County, will require City approval or a waiver of the right to review.
4. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.
5. The remaining land of the parent parcel is less than 35 acres and has been included as part of the final plat as two Outlots (A&B). Each Outlot will be non-buildable until brought into conformance with the Linn County UDC.
6. The proposed subdivision name and proposed names of all roads, streets and lanes shall be submitted for review and approval by the Linn County Auditor’s office prior to approval of the final plat.

7. The final plat bound documents must be approved by the Linn County Board of Supervisors on or before APRIL 20, 2021 as per Article IV, Section 107-72, § (1)(g), and shall be recorded within 1 year of that approval, as per Article IV, Section 107-72, § (2)(f) of the UDC.

8. One original and 3 complete copies of the final plat bound documents that must include the following:
   i. Owner’s certificate and dedication certificate executed in the form provided by the laws of Iowa, dedicating to Linn County title to all property intended for public use, including public roads
   ii. Title opinion and a consent to plat signed by the mortgage holder if there is a mortgage or encumbrance on the property as well as a release of all streets, easements, or other areas to be conveyed or dedicated to local government units within which the land is located
   iii. Surveyor’s certificate
   iv. Auditor’s certificate
   v. Resolution of the Planning and Zoning Commission
   vi. Resolution of the Board of Supervisors
   vii. Resolution of approval or waiver of review by applicable municipalities
   viii. Treasurer’s certificate
   i. Agricultural Land Use Notification. The landowner shall ensure that such notification shall be attached to the deed and shall become a separate entry on the abstract of title for all the property that is subject of the permit or development as per Article V, Section 107-91, § (h) of the UDC.
   ii. Restrictive covenants or deed restrictions, as separate instruments, not combined with any other instrument
   iii. Three (3) copies of the surveyor’s drawing
   iv. A covenant for a secondary road assessment

NOW, THEREFORE, BE IT RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat is hereby approved. The Board of Supervisors and County Engineer are hereby authorized to enter approval upon the final plat resolution. The Board of Supervisors’ Chairperson is also hereby authorized to sign said plat which executes an acceptance of dedication of property to the public, as shown on said plat.

NOW, THEREFORE BE IT FURTHER RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat and plat proceedings shall not be changed or altered in any way, without the approval of the Linn County Board of Supervisors. Said plat and plat proceedings shall be recorded by June 17, 2021 to be valid.

Passed and approved this 17th day of June, 2020
Linn County Board of Supervisors

June 17, 2020
Resolution # JF20-0004
Page 4 of 5

Linn County Board of Supervisors

Chair

Vice Chair

Supervisor

Aye:

Nay:

Abstain:

Absent:

Attest:

Joel Miller, Linn County Auditor

Linn County Engineer

Brad Ketels, Engineer

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

___ Aye ___ Nay ___ Abstain ___ Absent

________________________________________
Joel Miller

Subscribed and sworn to before me by the aforesaid Joel Miller, ______________________
__________
on this _____ day of ________________________, 2020.

________________________________________
Notary Public State of Iowa
This Agreement is between the Linn County Early Childhood Iowa (ECI) Board and the Linn County Board of Supervisors on behalf of Linn County Community Services to support Linn County ECI staff and ECI Board Operations.

SECTION 1. IDENTITY OF THE PARTIES.

1.1 The Linn County Early Childhood Iowa BOARD ("BOARD") is authorized to enter into this Contract. The BOARD’s address is: Linn County Community Services Building, 1240 26th Avenue Court SW, Cedar Rapids, IA 52404
   Contact Person: Linn County ECI Board Chair (FY 21- Tricia Kitzmann)
   Phone: #319-892-6085

1.2 Linn County Board of Supervisors ("CONTRACTOR") is organized under the laws of the state of Iowa and authorized to do business in the state of Iowa. The CONTRACTOR’s address is: 935 2nd Street SW, Cedar Rapids IA 52404

SECTION 2. DURATION OF CONTRACT.

The term of this contract shall be July 1, 2020 through June 30, 2021 unless terminated earlier in accordance with the Termination section of this Contract.

SECTION 3. SCOPE OF SERVICES.

3.1 Deliverables. The CONTRACTOR agrees to:
   3.1.1 Serve as Employer of Record of designated ECI Grant Coordinator and Community Project Director, at the FTE level in the approved ECI BOARD budget, and in accordance with their respective AFSCME Labor Agreements.

3.1.2 Have LCCS Executive Director meet regularly with Community Project Director to support compliance with responsibilities that include but are not limited to:
   a. Meet ECI legislative requirements in the Iowa Administrative Code,
   b. Implement the ECI BOARD By-Laws,
   c. Promote early childhood community planning efforts,
   d. Attend Early Childhood Iowa statewide and regional Director meetings,
   e. Provide regular fiscal and program performance monitoring of contracts,
   f. Supervision of Grant Coordinator,
   g. Preparation and submittal of required ECI reports by deadlines,
   h. Maintain updated ECI BOARD webpage on CONTRACTOR website.
   j. Community Project Director to meet responsibilities in role as a County Department Head.

3.2 Outputs and Performance Measures of designated ECI Staff:
   3.2.1 Maintain state designation as an Early Childhood Iowa BOARD.
   3.2.2 Convene at least six (6) local ECI BOARD meetings each FY.
   3.2.3 Update ECI Community Plan annually and Needs Assessment per state deadline.
   3.2.4 Staff attend at least 75% of ECI state or regional Director Meetings.
   3.2.5 100% of required State ECI documents/reports are submitted by the deadline.
   3.2.6 100% of ECI-funded programs have a contract compliance review per their scheduled FY deadline.
   3.2.7 ECI Strategic Plan for LCCS Department is updated at least 3 times per year.
3.3 Monitor and Review Clause
ECI staff will receive annual performance evaluations per CONTRACTOR process.

3.4 Fiscal Requirements of CONTRACTOR
Claims: The State fiscal year ends June 30th and all CONTRACTOR claims for expenses incurred in the contract period must be submitted no later than July 19th. Expenses can only be submitted for services provided or products delivered by the June 30th end date of the fiscal year. Reimbursement requests submitted more than 20 days after the end of the state fiscal year (June 30th) or the contract period will be denied.

Budget Revisions: Changes to the budget, including personnel changes, must be communicated in writing to the Linn County ECI BOARD.
Cost Allocation: Appropriately assign costs across funding sources.

3.5 Non-Exclusive Rights.
This Contract is not exclusive. The BOARD reserves the right to select other CONTRACTORs to provide services similar or identical to the Scope of Services described in this Contract during the term of this Contract.

SECTION 4.

4.1 Funding Sources
ECI School Ready & Early Childhood Administrative Allocation and Carry Forward, and Early Childhood Iowa School Ready Quality Improvement, and Linn County Community Services Tax $.

Payment
ECI BOARD will provide ECI School Ready & Early Childhood funds to CONTRACTOR for actual expenses, not to exceed $105,349 toward purchase of:

- ECI Staff expenses: Salary, benefits, travel, professional development, office equipment, consumable office supplies, postage, copies, phone and
- ECI Office expenses: Liability Insurance, AUP financial review, BOARD Operations, and Marketing items listed in the BOARD approved ECI Administrative Budget.

The CONTRACTOR will pay for expenses exceeding $105,349 for ECI Staff and Office Expenses with the previously approved LCCS Tax $(108,591) for FY 21.

4.2 Payment Clause.
Reimbursement of expenses will be commensurate with CONTRACTOR’s ECI designated staff ability to meet the Scope of Services and Progress Report Measures. Failure to meet Section 3.0 may result in a financial penalty to the CONTRACTOR. Failure by the CONTRACTOR’s ECI designated staff to collect and report the Required State data, and whose failure then results in a financial loss to the BOARD, will be required to payback a commensurate amount of funding to the BOARD.

4.3 Delay of Payment Due to CONTRACTOR’s Failure.
If the BOARD in good faith determines that the CONTRACTOR’s ECI designated staff has failed to perform or deliver any service or product or report as required by this Contract, the CONTRACTOR shall not be entitled to any compensation under this Contract until such service or product is performed or delivered. In this event, the BOARD may withhold that portion of the CONTRACTOR’s compensation, which represents payment for service or product that was not performed or delivered.
SECTION 5. TERMINATION

5.1 Termination for Cause.
The occurrence of any one or more of the following events shall constitute cause for the BOARD to declare the CONTRACTOR in default of its obligations under this Contract.

5.1.1 The CONTRACTOR fails to perform, to the BOARD’s satisfaction, any material requirement of this Contract or is in violation of a material provision of this Contract, including, but without limitation, the express warranties made by the CONTRACTOR;

5.1.2 The BOARD determines that satisfactory performance of this Contract is substantially endangered or that a default is likely to occur;

5.1.3 The CONTRACTOR fails to make substantial and timely progress toward performance of the Contract;

5.1.4 The CONTRACTOR becomes subject to any bankruptcy or insolvency proceeding under federal or state law to the extent allowed by applicable federal or state law including bankruptcy laws; the CONTRACTOR terminates or suspends its business; or the BOARD reasonably believes that the CONTRACTOR has become insolvent or unable to pay its obligations as they accrue consistent with applicable federal or state law;

5.1.5 The CONTRACTOR has failed to comply with applicable federal, state and local laws, rules, ordinances, regulations and orders when performing within the scope of this Contract; or

5.1.6 The CONTRACTOR has engaged in conduct that has or may expose the State or the BOARD to liability, as determined in the BOARD’s sole discretion.

5.1.7 The CONTRACTOR has infringed any patent, trademark, copyright, trade dress or any other intellectual property right.

5.1.8 The CONTRACTOR fails to comply with any provision of Iowa Code chapter 8F.

5.2 Notice of Default.
If there is a default event caused by the CONTRACTOR, the BOARD shall provide written notice to the CONTRACTOR requesting that the breach or noncompliance be remedied within the period of time specified in the BOARD’s written notice to the CONTRACTOR. If the breach or noncompliance is not remedied by the date of the written notice, the BOARD may either:

5.2.1 Immediately terminate the Contract without additional written notice; or,

5.2.2 Enforce the terms and conditions of the Contract and seek any legal or equitable remedies.

5.3 Termination Upon Notice.
Following 15 days’ written notice, the BOARD may terminate this Contract in whole or in part without the payment of any penalty or incurring any further obligation to the CONTRACTOR. Following termination upon notice, the CONTRACTOR shall be entitled to compensation, upon submission of invoices and proper proof of claim, for services provided under this Contract to the BOARD up to and including the date of termination.

5.4 Termination Due to Lack of Funds or Change in Law.
The BOARD shall have the right to terminate this Contract without penalty by giving fifteen (15) days’ written notice to the CONTRACTOR as a result of any of the following:

5.4.1 Adequate funds are not appropriated or granted to allow the BOARD to operate as required and to fulfill its obligations under this Contract;

5.4.2 Funds are de-appropriated or not allocated or if funds needed by the BOARD, at the BOARD’s sole discretion, are insufficient for any reason;

5.4.3 The BOARD’s authorization to operate is withdrawn or there is a material alteration in the programs administered by the BOARD;

5.4.4 The BOARD’s duties are substantially modified.
5.5 Remedies of the CONTRACTOR in Event of Termination by the BOARD

In the event of termination of this Contract for any reason by the BOARD, the BOARD shall pay only those amounts, if any, due and owing to the CONTRACTOR for services actually rendered up to and including the date of termination of the Contract and for which the BOARD is obligated to pay pursuant to this Contract. Payment will be made only upon submission of invoices and proper proof of the CONTRACTOR’s claim. This provision in no way limits the remedies available to the BOARD under this Contract in the event of termination. However, the BOARD shall not be liable for any of the following costs:

5.5.1 The payment of unemployment compensation to the CONTRACTOR’s employees;
5.5.2 The payment of workers’ compensation claims, which occur during the Contract or extend beyond the date on which the Contract terminates;
5.5.3 Any costs incurred by the CONTRACTOR in its performance of the Contract, including, but not limited to, startup costs, overhead or other costs associated with the performance of the Contract;
5.5.4 Any taxes that may be owed by the CONTRACTOR in connection with the performance of this Contract, including, but not limited to, sales taxes, excise taxes, use taxes, income taxes or property taxes.

5.6 The CONTRACTOR’s Termination or Non-Renewal Duties.

The CONTRACTOR upon receipt of notice of termination or upon request of the BOARD, shall:

5.6.1 Cease work under this Contract and take all necessary or appropriate steps to limit disbursements and minimize costs, and furnish a report within thirty (30) days of the date of notice of termination/non-renewal, describing the status of all work under the Contract, including, without limitation, results accomplished, conclusions resulting there from, and any other matters the BOARD may require.
5.6.2 Immediately cease using and return to the BOARD any personal or intellectual property, supplies, materials, whether tangible or intangible, provided by the BOARD or through BOARD funds, to the CONTRACTOR.
5.6.3 Comply with the BOARD’s instructions for the timely transfer of any active files and work product produced by the CONTRACTOR under this Contract.
5.6.4 Cooperate in good faith with the BOARD, its employees, agents and CONTRACTORs during the transition period between the notification of termination/non-renewal and the substitution of any replacement CONTRACTOR.
5.6.5 Immediately return to the BOARD any payments made by the BOARD for services that were not rendered by the CONTRACTOR.

5.7 Obligations Owed to Third Parties.

The CONTRACTOR represents and warrants that all obligations owed to third parties with respect to the activities contemplated to be undertaken by the CONTRACTOR pursuant to this Contract are or will be fully satisfied by the CONTRACTOR so that the BOARD will not have any obligations with respect thereto.

SECTION 6. CONFIDENTIAL INFORMATION.

No confidential data collected, maintained, or used in the course of performance of the Contract shall be disseminated except as authorized by law and with the written consent of the BOARD, either during the period of the Contract or thereafter. Any data supplied to or created by the CONTRACTOR shall be considered the property of the BOARD. The CONTRACTOR must return any and all data collected, maintained, created or used in the course of the performance of the Contract in whatever form it is maintained promptly at the request of the BOARD.

SECTION 7. INDEMNIFICATION.

The CONTRACTOR agrees to indemnify and hold harmless the BOARD, its officers, employees and agents appointed and elected and volunteers from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments, including the costs and expenses and
reasonable attorneys’ fees of other counsel required to defend the BOARD, related to or arising from:

7.1.1 Any breach of this Contract;
7.1.2 Any negligent, intentional or wrongful act or omission of the CONTRACTOR or any agent or subcontractor utilized or employed by the CONTRACTOR;
7.1.3 The CONTRACTOR’s performance or attempted performance of this Contract, including any agent or subcontractor utilized or employed by the CONTRACTOR;
7.1.4 Any failure by the CONTRACTOR to comply with the compliance with the Law provision of this Contract;
7.1.5 Any failure by the CONTRACTOR to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the CONTRACTOR to conduct business in the State of Iowa;
7.1.6 Any infringement of any copyright, trademark, patent, trade dress, or other intellectual property right; or
7.1.7 Any failure by the CONTRACTOR to adhere to the confidentiality provisions of this Contract.
7.1.8 Indemnification obligation of the parties shall survive termination of this Contract.

SECTION 8. INSURANCE.

Insurance Requirements.
The CONTRACTOR shall provide proof of its self-insurance status upon request.

SECTION 9. INTELLECTUAL PROPERTY, PATENT AND COPYRIGHT.
The BOARD shall own all work products developed or furnished in connection with the Contract by the CONTRACTOR or any subcontractor (the “Work Product”). All applicable rights to patents, copyrights, trademarks, trade secrets and other property rights in the Work Product shall be the property of the BOARD.

SECTION 10. CONTRACT ADMINISTRATION.

10.1 Independent Contractor.
The status of the CONTRACTOR shall be that of an independent CONTRACTOR. The CONTRACTOR, its employees, agents and any subcontractors performing under this Contract are not employees or agents of the State of Iowa or any agency, division or BOARD of the state. Neither the CONTRACTOR nor its employees shall be considered employees of the BOARD or the State of Iowa for federal or state tax purposes. The BOARD will not withhold taxes on behalf of the CONTRACTOR (unless required by law).

10.2 Compliance with the Law.
The CONTRACTOR, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Contract, including without limitation, all laws that pertain to the prevention of discrimination in employment, equal employment opportunity and affirmative action, and the use of targeted small businesses as subcontractors or suppliers. The CONTRACTOR may be required to provide a copy of its affirmative action plan, containing goals and time specifications. Failure to comply with this provision may cause this contract to be cancelled, terminated or suspended in whole or in part and the CONTRACTOR may be declared ineligible for future state contracts or be subject to other sanctions as provided by law or rule. The CONTRACTOR, its employees, agents and subcontractors shall also comply with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work performed under this Contract.
10.3 Amendments.
This Contract may be amended in writing from time to time by mutual consent of the parties. All amendments to this Contract must be in writing and fully executed by the parties.

10.4 Authorization.
Each party to this Contract represents and warrants to the other parties that:

10.6.1 It has the right, power and authority to enter into and perform its obligations under this Contract.

10.6.2 It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Contract, and this Contract constitutes a legal, valid and binding obligation upon itself in accordance with its terms.

10.5 Record Retention and Access.
The CONTRACTORs designated ECI staff shall maintain books, records and documents which sufficiently and properly document and calculate all charges billed to the BOARD throughout the term of this Contract for a period of at least five (5) years following the date of final payment or completion of any required audit. Records to be maintained include both financial records and service records. The CONTRACTOR shall permit the Auditor of the State of Iowa or any authorized representative of the State and where federal funds are involved, the Comptroller General of the United States or any other authorized representative of the United States government, to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, papers, electronic or optically stored and created records or other records of the CONTRACTOR relating to orders, invoices or payments or any other documentation or materials pertaining to this Contract, wherever such records may be located. The CONTRACTOR shall not impose a charge for audit or examination of the CONTRACTOR's books and records. Based on the audit findings, the BOARD reserves the right to address the BOARD or other managing entity regarding performance and expenditures. Based on the audit findings, the BOARD reserves the right to address the BOARD or other managing entity regarding performance and expenditures.

10.6 Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusions
The CONTRACTOR certifies that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract by any federal BOARD or agency.

10.8 Restrictions on Use of Funds
The CONTRACTOR shall comply with all certification and disclosure requirements prescribed by 31 U.S.C. Section 1352 and any implementing regulations and shall be responsible for ensuring that any subcontractor fully complies with all certification and disclosure requirements.

10.9 Tobacco Smoke Prohibited/Pro-Children Act of 1994.

10.10.1 Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, funded by federal programs either directly or through state or local governments, by federal grant, contract, loan or loan guarantee. Federal programs include grants, cooperative agreements, loans or loan guarantees and contracts. The law also applies to children's services that are provided in indoor facilities that are constructed, operated or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities (other than clinics) where WIC coupons are redeemed. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty.
of up to $1,000 for each violation and/or the imposition of an administrative compliance order on the responsible party.

10.9.2 The CONTRACTOR certifies that it and its subcontractors will comply with the requirements of the Pro-Children Act of 1994 and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act.

10.10 Conflict of Interest
No relationship exists or will exist during the contract period between the CONTRACTOR and the BOARD that is a conflict of interest.

10.11 Audits.
In accordance with Board Policy an audit or financial review of the CONTRACTOR conducted by an independent agency, is required. A copy of the audit or financial review must be submitted to the Linn Co Early Childhood Iowa office annually.

10.12 Drug Free Work Place.
The CONTRACTOR shall provide a drug free workplace in accordance with the Drug Free Workplace Act of 1988 and all applicable regulations.

10.13 Right to Address the BOARD of Directors or Other Managing Entity
The BOARD reserves the right to address the BOARD of directors or other managing entity of the CONTRACTOR regarding performance, expenditures and any other issue as appropriate. The BOARD determines appropriateness.

10.14 Repayment Obligation
In the event that any state funds are deferred and/or disallowed as a result of any audits or expended in violation of the laws applicable to the expenditure of such funds, the CONTRACTOR shall be liable to the BOARD for the full amount of any claim disallowed and for all related penalties incurred. The requirements of this paragraph shall apply to the CONTRACTOR as well as any subcontractors.

SECTION 11. EXECUTION.
IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute.

Linn County Board of Supervisors

__________________________________________ Date: __________________________
Signature

Name: Ben Rogers Title: Board of Supervisors, Chair

Linn County Early Childhood Iowa BOARD

__________________________________________ Date: __________________________
Signature

Name: Karen Lewis Title: FY 20 ECI Board, Chair
Professional Services Agreement Cover Sheet

**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
<table>
<thead>
<tr>
<th>Section</th>
<th>Title</th>
<th>Page #</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.0</td>
<td>GENERAL AGREEMENT</td>
<td>1</td>
</tr>
<tr>
<td>2.0</td>
<td>DEFINITIONS</td>
<td>1</td>
</tr>
<tr>
<td>3.0</td>
<td>TERM OF AGREEMENT</td>
<td>1</td>
</tr>
<tr>
<td>4.0</td>
<td>SCOPE OF SERVICES</td>
<td>1</td>
</tr>
<tr>
<td>5.0</td>
<td>SCHEDULE</td>
<td>2</td>
</tr>
<tr>
<td>6.0</td>
<td>CITY’S RESPONSIBILITIES</td>
<td>2</td>
</tr>
<tr>
<td>7.0</td>
<td>COMPENSATION FOR SERVICES</td>
<td>2</td>
</tr>
<tr>
<td>8.0</td>
<td>INVOICE PROCEDURE, PAYMENT TERMS, AND REIMBURSABLES</td>
<td>2</td>
</tr>
<tr>
<td>9.0</td>
<td>TREATMENT OF DOCUMENTS</td>
<td>3</td>
</tr>
<tr>
<td>10.0</td>
<td>ACCESS TO CONSULTANT RECORDS</td>
<td>3</td>
</tr>
<tr>
<td>11.0</td>
<td>AUDITS</td>
<td>3</td>
</tr>
<tr>
<td>12.0</td>
<td>INDEPENDENT CONSULTANT</td>
<td>4</td>
</tr>
<tr>
<td>13.0</td>
<td>TERMINATION</td>
<td>4</td>
</tr>
<tr>
<td>14.0</td>
<td>CITY’S RIGHT TO WITHHOLD</td>
<td>4</td>
</tr>
<tr>
<td>15.0</td>
<td>INSURANCE</td>
<td>5</td>
</tr>
<tr>
<td>16.0</td>
<td>CONTROLLING LAW</td>
<td>5</td>
</tr>
<tr>
<td>17.0</td>
<td>FORCE MAJEURE</td>
<td>5</td>
</tr>
<tr>
<td>18.0</td>
<td>DISPUTES</td>
<td>5</td>
</tr>
<tr>
<td>19.0</td>
<td>INDEMNIFICATION</td>
<td>5</td>
</tr>
<tr>
<td>20.0</td>
<td>STANDARD OF CARE AND ISSUES OF LIABILITY</td>
<td>6</td>
</tr>
<tr>
<td>21.0</td>
<td>GENERAL TERMS</td>
<td>6</td>
</tr>
<tr>
<td>22.0</td>
<td>ENTIRE AGREEMENT</td>
<td>7</td>
</tr>
<tr>
<td>23.0</td>
<td>SUCCESSORS AND ASSIGNS</td>
<td>7</td>
</tr>
<tr>
<td>24.0</td>
<td>SUBCONTRACTING</td>
<td>7</td>
</tr>
<tr>
<td>25.0</td>
<td>NON-DISCRIMINATION AND EQUAL OPPORTUNITY</td>
<td>7</td>
</tr>
<tr>
<td>26.0</td>
<td>ADA COMPLIANCE</td>
<td>8</td>
</tr>
<tr>
<td>27.0</td>
<td>NON-COLLUSION STATEMENT</td>
<td>8</td>
</tr>
<tr>
<td>28.0</td>
<td>CONFLICT OF INTEREST</td>
<td>8</td>
</tr>
<tr>
<td>29.0</td>
<td>CONTRACT AMENDMENTS</td>
<td>9</td>
</tr>
<tr>
<td>30.0</td>
<td>CLOSEOUT OF AGREEMENT</td>
<td>9</td>
</tr>
<tr>
<td>31.0</td>
<td>SURVIVAL</td>
<td>9</td>
</tr>
<tr>
<td>32.0</td>
<td>SEVERABILITY</td>
<td>9</td>
</tr>
<tr>
<td>33.0</td>
<td>PRIMARY CONTACTS</td>
<td>9</td>
</tr>
<tr>
<td>34.0</td>
<td>EXECUTION BY COUNTERPARTS AND ELECTRONIC SIGNATURES</td>
<td>10</td>
</tr>
<tr>
<td></td>
<td>AUTHORIZING SIGNATURES</td>
<td>10</td>
</tr>
</tbody>
</table>

**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 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, agents, 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, executors, 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, executors, 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

<table>
<thead>
<tr>
<th>Consultant – Contract Issues:</th>
<th>County – Contract Issues:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wade Greiman, P.E.</td>
<td>Lisa Epp</td>
</tr>
<tr>
<td>Snyder &amp; Associates, Inc.</td>
<td>Linn County</td>
</tr>
<tr>
<td>2727 SW Snyder Boulevard</td>
<td>935 2nd Street SW</td>
</tr>
<tr>
<td>Ankeny, Iowa 50023</td>
<td>Cedar Rapids, Iowa 52404</td>
</tr>
<tr>
<td>Phone (515) 964-2020</td>
<td>(319) 892-5010</td>
</tr>
<tr>
<td>E-Mail <a href="mailto:wagreiman@snyder-associates.com">wagreiman@snyder-associates.com</a></td>
<td><a href="mailto:Lisa.Epp@linncounty.org">Lisa.Epp@linncounty.org</a></td>
</tr>
</tbody>
</table>
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

SNYDER & ASSOCIATES, INC.

______________________________  ________________________________
By:                                   Date                        Mark A. Land, P.E., Vice-President  Date

______________________________
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.
TASK A – CONTRACT MANAGEMENT

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 (ESA) 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.
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>
</tr>
</thead>
<tbody>
<tr>
<td>Project Kickoff</td>
<td>June 15, 2020</td>
</tr>
<tr>
<td>Meetings with Jurisdiction Representatives</td>
<td>Monthly</td>
</tr>
<tr>
<td>Field Studies and Technical Memoranda Complete</td>
<td>September 30, 2020</td>
</tr>
<tr>
<td>Design Study Report Complete</td>
<td>September 30, 2020</td>
</tr>
<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>
ATTACHMENT C

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.
## ATTACHMENT E

### STANDARD FEE SCHEDULE

**Snyder & Associates, Inc.**

2020-21

**STANDARD FEE SCHEDULE**

<table>
<thead>
<tr>
<th>Billing Classification/Level</th>
<th>Billing Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Professional</strong></td>
<td></td>
</tr>
<tr>
<td>Engineer, Landscape Architect, Land Surveyor, GIS, Environmental Scientist, Project Manager, Planner, Right-of-Way Agent, Graphic Designer</td>
<td></td>
</tr>
<tr>
<td>Principal II</td>
<td>$214.00 /hour</td>
</tr>
<tr>
<td>Principal I</td>
<td>$203.00 /hour</td>
</tr>
<tr>
<td>Senior</td>
<td>$182.00 /hour</td>
</tr>
<tr>
<td>VIII</td>
<td>$169.00 /hour</td>
</tr>
<tr>
<td>VII</td>
<td>$160.00 /hour</td>
</tr>
<tr>
<td>VI</td>
<td>$152.00 /hour</td>
</tr>
<tr>
<td>V</td>
<td>$142.00 /hour</td>
</tr>
<tr>
<td>IV</td>
<td>$132.00 /hour</td>
</tr>
<tr>
<td>III</td>
<td>$120.00 /hour</td>
</tr>
<tr>
<td>II</td>
<td>$109.00 /hour</td>
</tr>
<tr>
<td>I</td>
<td>$96.00 /hour</td>
</tr>
<tr>
<td><strong>Technical</strong></td>
<td></td>
</tr>
<tr>
<td>CADD, Survey, Construction Observation</td>
<td></td>
</tr>
<tr>
<td>Lead</td>
<td>$129.00 /hour</td>
</tr>
<tr>
<td>Senior</td>
<td>$123.00 /hour</td>
</tr>
<tr>
<td>VIII</td>
<td>$115.00 /hour</td>
</tr>
<tr>
<td>VII</td>
<td>$106.00 /hour</td>
</tr>
<tr>
<td>VI</td>
<td>$95.00 /hour</td>
</tr>
<tr>
<td>V</td>
<td>$85.00 /hour</td>
</tr>
<tr>
<td>IV</td>
<td>$78.00 /hour</td>
</tr>
<tr>
<td>III</td>
<td>$66.00 /hour</td>
</tr>
<tr>
<td>II</td>
<td>$58.00 /hour</td>
</tr>
<tr>
<td>I</td>
<td>$50.00 /hour</td>
</tr>
<tr>
<td><strong>Administrative</strong></td>
<td></td>
</tr>
<tr>
<td>II</td>
<td>$66.00 /hour</td>
</tr>
<tr>
<td>I</td>
<td>$54.00 /hour</td>
</tr>
<tr>
<td><strong>Reimbursables</strong></td>
<td></td>
</tr>
<tr>
<td>Mileage</td>
<td>current IRS standard rate</td>
</tr>
<tr>
<td>Outside Services</td>
<td>As Invoiced</td>
</tr>
</tbody>
</table>
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>
</tr>
</thead>
<tbody>
<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
AGREEMENT PURSUANT TO IOWA CODE CHAPTER 28E BETWEEN LINN COUNTY, IOWA AND THE CITY OF CEDAR RAPIDS, IOWA FOR JOINT BRIDGE INSPECTIONS

This Agreement Pursuant to Iowa Code Chapter 28E Between Linn County, Iowa and the City of Cedar Rapids, Iowa for Joint Bridge Inspections (hereinafter referred to as “Agreement”) is entered into this ______ day of __________, by and between Linn County, Iowa, (hereinafter referred to as “County”), and the City of Cedar Rapids, Iowa hereinafter referred to as “City”) as follows:

WHEREAS, both the County and the City are a public agency as is defined by Section 28E.2 of the Code of Iowa, and

WHEREAS, Section 28E.3 of the Code of Iowa provides that any power or powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly by a public agency of the State of Iowa having such power or powers, and

WHEREAS, it is required any structure over 20 ft in length be inspected by certified inspectors on a regular schedule, and

WHEREAS, the City and County jointly own three (3) structures, and

WHEREAS, it is proposed, that the County contract for bridge inspections for the three (3) jointly owned structures (hereinafter referred to as “the Project”), and

WHEREAS, the City Council and the County Board of Supervisors have informed themselves as to bridge inspection requirements.

IT IS NOW AGREED that the City of Cedar Rapids and Linn County enter into this Agreement providing for cooperative action in connection with, and in furtherance of, the Project as follows:

1) PURPOSE – The parties’ purpose in entering into this Agreement is to set forth their agreement as to the inspection of jointly owned structures by the County or County’s selected Consultant.

2) DURATION - This Agreement shall commence on the date that the second party hereto signs this Agreement and shall continue thereafter until the final completion of the Project and settlement of the financial conditions of this Agreement.

3) ADMINISTRATION - The County shall be responsible for the administration of the Project. The County shall contract for bridge inspections at the locations as shown on Exhibit A and by this reference incorporated herein.
4) CHAPTER 28E PROVISIONS - There will be no new or separate legal or administrative entity created by this Agreement. Neither party shall, in furtherance of this Agreement, acquire any real or personal property.

5) INDEMNIFICATION - The City and County agree to indemnify and hold each other, their employees and agents, wholly harmless from any damages, claims, demands, or suits by any person or persons to the extent caused by the acts or omissions by the City or County, or the officers, agents, or employees of either, in the course of any work done in connection with any of the matters set forth in this Agreement.

6) FINANCING – The County shall initially finance the cost of the Project. Upon substantial completion of the Project as determined by the City, the City shall reimburse the County in the total amount of $385.00. Payment shall be made within thirty (30) days of receipt an invoice in form and sufficiency acceptable to the City.

7) TERMINATION – This Agreement shall be binding upon the parties hereto upon execution by the second party hereto and shall not be terminated unless and until acceptance of the Project by the City and the payment of the reimbursement amount set forth in paragraph 6 hereinabove, or by mutual agreement.

8) EXECUTION - 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 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. The City will file a copy of this Agreement with the Iowa Secretary of State as required by law.

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the Agreement and have caused their duly authorized representatives to execute the Agreement.
Exhibit A

Bridge 1803 – Ely Rd

Bridge 1031 – Otis Rd

Bridge 796 – 80th St NW
LINN COUNTY BOARD OF SUPERVISORS

Stacey Walker – District 1

__________________________

Date

Ben Rogers – District 2

__________________________

Date

Brent Oleson – District 3

__________________________

Date

ATTEST:

LINN COUNTY AUDITOR

__________________________

Date

CITY OF CEDAR RAPIDS, IOWA

__________________________

5-29-20

Date

CITY MANAGER

__________________________

5-29-20

Date

ATTEST:

CITY CLERK

__________________________

5-29-20

Date
COUNTY AND CITY
PROJECT AGREEMENT

This agreement entered into this _9__ day of __June__, by and between Linn County, Iowa, hereinafter referred to as County, and the City of Prairieburg, hereinafter referred to as City.

WHEREAS, both the County and the City are a public agency as is defined by Section 28E.2 of the Code of Iowa, and

WHEREAS, Section 28E.3 of the Code of Iowa provides that any power or powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly by a public agency of the State of Iowa having such power or powers, and

WHEREAS, it is proposed, that the Linn County Secondary Road Department place a one inch rock overlay and calcium chloride on Wagner road from Prairie Main Rd to the northern City limits (1,323.05 feet), and

WHEREAS, the City Council and the County Board of Supervisors have informed themselves as to the proposed improvement.

IT IS NOW AGREED that the City of Prairieburg and Linn County enter into an agreement pursuant to Chapter 28E of the Code of Iowa providing for cooperative action pursuant to the proposed roadway construction project and, said cooperative actions include the following:

1) SCOPE OF WORK – The Linn County Secondary Road department will place approximately one inch of choke stone, along Wagner Rd., starting at Prairie Main Rd and continuing north for 1,323.05 feet to the northern City limits. The described area will also be sprayed with Calcium Chloride at .4gal/lf for dust control and stability.

2) DURATION - This Agreement shall commence on the date that both parties sign this agreement and shall continue thereafter until the final completion of the project and settlement of the financial conditions of this agreement.

3) PURPOSE - The purpose of this Agreement is to accomplish the proposed project as described herein in accordance with the aforesaid scope of work and in agreement with conditions specified in this Agreement.

4) ADMINISTRATION - The County shall be responsible for the administration of this project.

5) The City and County agree to save and indemnify and keep harmless, each other against all liabilities, judgments, costs, and expenses which may in any way come against the County or City or which in any way result from carelessness or neglect of either party or its agents, employees, or workmen in any respect whatsoever.
6) The City and County agree to indemnify and hold each other, their employees and agents, wholly harmless from any damages, claims, demands, or suits by any person or persons arising out of any acts or omissions by the City or County, its agents, servants or employees in the course of any work done in connection with any of the matters set forth in this agreement.

7) FINANCING - The County shall initially finance the cost of the project. The City shall reimburse the County for the actual cost based on estimates for the portion of the project within their corporate limits as they exist at the time the project is complete. Payment shall be made within 30 days of receipt of detailed invoice.

<table>
<thead>
<tr>
<th>Qty</th>
<th>Unit</th>
<th>Item Description</th>
<th>Price</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>100</td>
<td>Tons</td>
<td>Choke Stone</td>
<td>$11.25</td>
<td>$1,125.00</td>
</tr>
<tr>
<td>100</td>
<td>Tons</td>
<td>Haul Rate</td>
<td>$3.10</td>
<td>$310.00</td>
</tr>
<tr>
<td>265</td>
<td>Gal</td>
<td>Calcium Chloride</td>
<td>$0.91</td>
<td>$241.15</td>
</tr>
<tr>
<td>1</td>
<td>Hr</td>
<td>Motor Grader</td>
<td>$99.00</td>
<td>$99.00</td>
</tr>
<tr>
<td>1</td>
<td>Hr</td>
<td>Steel Drum roller</td>
<td>$80.86</td>
<td>$80.86</td>
</tr>
<tr>
<td>2</td>
<td>Hr</td>
<td>Labor</td>
<td>$41.62</td>
<td>$83.24</td>
</tr>
<tr>
<td></td>
<td></td>
<td><strong>TOTAL</strong></td>
<td></td>
<td><strong>$1,939.25</strong></td>
</tr>
</tbody>
</table>

This reimbursement is due upon completion and final acceptance of the work.

8) TERMINATION:
   a) This Agreement shall be considered binding upon the City and the County and shall not be terminated until provisions of paragraph 8b are met after actual work has begun on the project.
   b) This agreement will be terminated upon final acceptance of the work by the City and final settlement of the financial conditions set forth in paragraph 7 thereof.

Executed in triplicate, each of which shall constitute as original, by Linn County on the _______ day of _______, ______, and by the City of Prairieburg on the ______ day of ________________, ______.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

CITY OF PRAIRIEBURG

Matt Miliw Mayor

ATTEST:

LINN COUNTY AUDITOR

PRAIRIEBURG CITY CLERK

Sandra Mey
RESOLUTION 2020-50

A RESOLUTION APPROVING CITY AND COUNTY PROJECT AGREEMENT FOR CITY OF FAIRFAX BRIDGE INSPECTION

WHEREAS, Fairfax has the need for bridge inspections; and

WHEREAS, the Linn County has agreed to have their County Engineer be responsible to see that any needed bridge inspection is completed and has sent a 28E Agreement for this purpose; and

WHEREAS, this Agreement is attached.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Fairfax, Linn County, Iowa, does by this resolution enter into the attached 28E City and County Project Agreement for City of Fairfax Bridge Inspections between the City of Fairfax and Linn County; and

BE IT FURTHER RESOLVED, by the City Council of the City of Fairfax, Iowa, that the Mayor and City Clerk/Treasurer are hereby authorized and directed to execute said 28E Agreement and this Resolution.

Passed and approved this 9th day of June, 2020.

AYES: Otto, Daly, Pacha, Volk, and Wainwright
NAYS: None

Burnell Frieden, Mayor

ATTEST:

Cynthia Stimson, City Clerk/Treasurer
CITY AND COUNTY PROJECT AGREEMENT
CITY OF FAIRFAX BRIDGE INSPECTION

This agreement entered into this 6th day of June 2020, by and between Linn County, Iowa, hereinafter referred to as County, and the city of Fairfax, hereinafter referred to as City.

WHEREAS, both County and City are a public agency as is defined by Section 28E.2 of the Code of Iowa, and

WHEREAS, Section 28E.3 of the Code of Iowa provides that any power or powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly by a public agency of the State of Iowa having such power or powers, and

WHEREAS, it is proposed to inspect, analyze, and prepare an inspection report, including a completed Iowa Structure Inventory and Appraisal Form, for the following city bridges:

1) FHWA bridge #503755, (Fairfax 542)
   a. 26' X 29' Steel girder with concrete slab bridge on W. Cemetery Rd.

WHEREAS, the City Council has informed itself as to the proposed project and scope of work.

IT IS NOW AGREED by parties hereto as follows:

1. **DURATION** - This agreement shall commence on the date that both parties sign this agreement and shall continue thereafter until one party notifies the other party, in writing, of an intent to end the agreement.

2. **PURPOSE** - The purpose of this agreement is to accomplish the proposed project as described herein in accordance with the aforesaid scope of work and in agreement with conditions specified in this agreement.

3. The County Engineer shall be responsible for the administration of this project. General specifications for the project shall conform to the current Standard Specifications for Highway Bridges published by the American Association of State Highway and Transportation Officials.

4. The City and County agree to save and indemnify and keep harmless, each other against all liabilities, judgments, costs, and expenses which may in any way come against the County or City or which in any way result from carelessness or neglect of either party or its agents, employees or workmen in any respect whatsoever.

5. The City and County agree to indemnify and hold each other, their employees and agents, wholly harmless from any damages, claims, demands, or suits by any person or persons arising out of any acts or omissions by the City or County, its agents, servants, or employees in the course of any work done in connection with any of the matters set forth in this agreement.
6. **MANNER OF FINANCING** - The total cost of the project shall include administrative fees and the contracted rate per bridge as shown in Attachment. The City will be notified of changes in contract and administrative fees and Attachment will be updated accordingly.
   a) The County shall initially finance the cost of the project.
   b) The City shall reimburse the County based on the rates stated above. Payment shall be made within thirty (30) days of receipt of invoice in form and sufficiency acceptable to the City.

7. **TERMINATION** –
   a) This agreement shall be considered binding upon the City and the County and shall not be terminated until the City or County has given written notification to the other party.

Executed in triplicate each of which shall constitute as original on this 9th day of June, 2020

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

CITY OF FAIRFAX

ATTEST:

LINN COUNTY AUDITOR

ATTEST:

FAIRFAX CITY CLERK
This agreement entered into this 4th day of June, 2020 by and between Linn County, Iowa, hereinafter referred to as County, and the City of Marion, hereinafter referred to as City.

WHEREAS, both County and City are a public agency as is defined by Section 28E.2 of the Code of Iowa, and

WHEREAS, Section 28E.3 of the Code of Iowa provides that any power or powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly by a public agency of the State of Iowa having such power or powers, and

WHEREAS, it is proposed to inspect, analyze, and prepare an inspection report, including a completed Iowa Structure Inventory and Appraisal Form, for the following city bridges:

1) FHWA bridge #221390, (Marion 2412)
   a. 127' X 32' Concrete slab bridge on Lucore Rd.

WHEREAS, the City Council has informed itself as to the proposed project and scope of work.

IT IS NOW AGREED by parties hereto as follows:

1. DURATION - This agreement shall commence on the date that both parties sign this agreement and shall continue thereafter until one party notifies the other party, in writing, of an intent to end the agreement.

2. PURPOSE - The purpose of this agreement is to accomplish the proposed project as described herein in accordance with the aforesaid scope of work and in agreement with conditions specified in this agreement.

3. The County Engineer shall be responsible for the administration of this project. General specifications for the project shall conform to the current Standard Specifications for Highway Bridges published by the American Association of State Highway and Transportation Officials.

4. The City and County agree to save and indemnify and keep harmless, each other against all liabilities, judgments, costs, and expenses which may in any way come against the County or City or which in any way result from carelessness or neglect of either party or its agents, employees or workmen in any respect whatsoever.

5. The City and County agree to indemnify and hold each other, their employees and agents, wholly harmless from any damages, claims, demands, or suits by any person or persons arising out of any acts or omissions by the City or County, its agents, servants, or employees in the course of any work done in connection with any of the matters set forth in this agreement.
6. MANNER OF FINANCING – Linn County is responsible for bridge inspection until such time the bridge is annexed into the City of Marion.

7. TERMINATION –
   a) This agreement shall be considered binding upon the City and the County and shall not be terminated until the City or County has given written notification to the other party.

Executed in triplicate each of which shall constitute as original on this 4 day of June 2020.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

ATTEST:
LINN COUNTY AUDITOR

CITY OF MARION

MAYOR

ATTEST:
MARION CITY CLERK
CITY AND COUNTY PROJECT AGREEMENT
CITY OF WALFORD BRIDGE INSPECTION

This agreement entered into this ___ day of ___, 2020, by and between Linn County, Iowa, hereinafter referred to as County, and the city of Walford, hereinafter referred to as City.

WHEREAS, both County and City are a public agency as is defined by Section 28E.2 of the Code of Iowa, and

WHEREAS, Section 28E.3 of the Code of Iowa provides that any power or powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly by a public agency of the State of Iowa having such power or powers, and

WHEREAS, it is proposed to inspect, analyze, and prepare an inspection report, including a completed Iowa Structure Inventory and Appraisal Form, for the following city bridges:

1) FHWA bridge #220470, (Walford 1700)
   a. 21' X 30' Concrete culvert on Linn-Benton Rd.
2) FHWA bridge #11650, (Florence Twp - 011650)
   a. 33' X 30' Concrete slab bridge on 1st Ave.
3) FHWA bridge #11660, (Florence Twp - 011660)
   a. 31' X 26' Concrete slab bridge on Fourth St.

WHEREAS, the City Council has informed itself as to the proposed project and scope of work.

IT IS NOW AGREED by parties hereto as follows:

1. DURATION - This agreement shall commence on the date that both parties sign this agreement and shall continue thereafter until one party notifies the other party, in writing, of an intent to end the agreement.

2. PURPOSE - The purpose of this agreement is to accomplish the proposed project as described herein in accordance with the aforesaid scope of work and in agreement with conditions specified in this agreement.

3. The County Engineer shall be responsible for the administration of this project. General specifications for the project shall conform to the current Standard Specifications for Highway Bridges published by the American Association of State Highway and Transportation Officials.

4. The City and County agree to save and indemnify and keep harmless, each other against all liabilities, judgments, costs, and expenses which may in any way come against the County or City or which in any way result from carelessness or neglect of either party or its agents, employees or workmen in any respect whatsoever.
5. The City and County agree to indemnify and hold each other, their employees and agents, wholly harmless from any damages, claims, demands, or suits by any person or persons arising out of any acts or omissions by the City or County, its agents, servants, or employees in the course of any work done in connection with any of the matters set forth in this agreement.

6. **MANNER OF FINANCING** - The total cost of the project shall include administrative fees and the contracted rate per bridge as shown in Attachment. The City will be notified of changes in contract and administrative fees and Attachment will be updated accordingly.
   a) The County shall initially finance the cost of the project.
   b) The City shall reimburse the County based on the rates stated above. Payment shall be made within thirty (30) days of receipt of invoice in form and sufficiency acceptable to the City.

7. **TERMINATION** –
   a) This agreement shall be considered binding upon the City and the County and shall not be terminated until the City or County has given written notification to the other party.

Executed in triplicate each of which shall constitute as original on this 8th day of June, 2020

---

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

---

CITY OF WALFORD

---

ATTEST:
LINN COUNTY AUDITOR

---

ATTEST:
WALFORD CITY CLERK
<table>
<thead>
<tr>
<th>City</th>
<th>#</th>
<th>Bridge ID</th>
<th>Notes</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alburnett</td>
<td>1</td>
<td>ALBURNETT 2187</td>
<td></td>
<td>$ 290.00</td>
</tr>
<tr>
<td>Bertram</td>
<td>2</td>
<td>000641</td>
<td></td>
<td>$ 480.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>BERTRAM 2230</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cedar Rapids</td>
<td>3</td>
<td>1803</td>
<td>All bridges are shared jurisdiction and</td>
<td>$ 385.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>1031</td>
<td>are inspected and invoiced on the</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>796</td>
<td>County cycle. 28E Agreement is needed</td>
<td></td>
</tr>
<tr>
<td>Center Point</td>
<td>5</td>
<td>CENTER POINT 1861</td>
<td></td>
<td>$ 1,050.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>CENTER POINT 2659</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>CENTER PT 1870</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>CENTER PT.2756</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>LINN 2757</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Central City</td>
<td>1</td>
<td>CENTRAL CITY2450</td>
<td></td>
<td>$ 290.00</td>
</tr>
<tr>
<td>Coggon</td>
<td>1</td>
<td>CITY COGGON 1993</td>
<td>already inspected in 2020</td>
<td>$ 290.00</td>
</tr>
<tr>
<td>Ely</td>
<td>4</td>
<td>ELY 1944</td>
<td></td>
<td>$ 860.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>ELY 1955</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>ELY 332</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>ELY 741</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Fairfax</td>
<td>1</td>
<td>FAIRFAX NO 542</td>
<td></td>
<td>$ 290.00</td>
</tr>
<tr>
<td>Marion</td>
<td>1</td>
<td>29TH AVENUE</td>
<td>This bridge is shared jurisdiction and is</td>
<td>$ 195.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>inspected on the County cycle. 28E Agreement is</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>needed for this inspection.</td>
<td></td>
</tr>
<tr>
<td>Mount Vernon</td>
<td>2</td>
<td>MT VERNON 1127</td>
<td>This bridge is shared jurisdiction and is</td>
<td>$ 385.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>inspected on the County cycle and both</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>bridges can be invoiced (1.5 bridges) on</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>the City cycle.</td>
<td></td>
</tr>
<tr>
<td>Palo</td>
<td>2</td>
<td>PALO 2257</td>
<td></td>
<td>$ 480.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>PALO 2790</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Robins</td>
<td>3</td>
<td>009941</td>
<td></td>
<td>$ 670.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>2304</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>2330</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Springville</td>
<td>3</td>
<td>SPRINGVILLE 2114</td>
<td></td>
<td>$ 670.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>SPRINGVILLE 2152</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>SPRINGVILLE 340</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Walford</td>
<td>3</td>
<td>FLORENCE TWP-011650</td>
<td></td>
<td>$ 670.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>FLORENCE TWP-011660</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>WALFORD 1700</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Walker</td>
<td>5</td>
<td>WALKER 1700</td>
<td></td>
<td>$ 1,050.00</td>
</tr>
<tr>
<td></td>
<td></td>
<td>WALKER 1387</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>WALKER 2038</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>WALKER 2046</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>WALKER 618</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Bridge Inspection 28e Agreement
Linn County & City of Walford

- Bridge #11650
- Bridge #11660
- Bridge #220470

Bridge to be inspected by Linn County
<table>
<thead>
<tr>
<th>DATE: June 12, 2020</th>
<th>AMENDMENT #: 1</th>
</tr>
</thead>
<tbody>
<tr>
<td>CONTRACT: 5881HC08</td>
<td>PROJECT TITLE: HIV Core and Medical Support Services</td>
</tr>
<tr>
<td>CONTRACTOR LEGAL NAME AND ADDRESS:</td>
<td>TOTAL CONTRACT AMOUNT: $374,937.00</td>
</tr>
<tr>
<td>Linn County Treasurer dba Linn County Community Services</td>
<td>$392,937.00</td>
</tr>
<tr>
<td>1240 26th Avenue Court SW</td>
<td></td>
</tr>
<tr>
<td>Cedar Rapids, IA 52404</td>
<td></td>
</tr>
<tr>
<td>STATE OF IOWA DEPT. OF ADMINISTRATIVE SERVICES VENDOR #: 00002127879</td>
<td>FUNDING SOURCE:</td>
</tr>
<tr>
<td></td>
<td>FEDERAL: $334,867.00--$352,867.00</td>
</tr>
<tr>
<td></td>
<td>STATE: $1,487.00</td>
</tr>
<tr>
<td></td>
<td>OTHER: $38,583.00</td>
</tr>
<tr>
<td></td>
<td>Interagency State: $0</td>
</tr>
<tr>
<td></td>
<td>Interagency Federal: $0</td>
</tr>
<tr>
<td></td>
<td>Private/Fees/Other: $38,583.00</td>
</tr>
</tbody>
</table>

This contract is amended by adding $18,000.00 to Article IX – Budget under Food Bank. There are no indirect costs associated with the $18,000.00. The following changes have been made to the funding and Budget:

0806 DAP0 Federal = $0.00
0804 PBS0 Federal = $0.00
1553 State = $0.00
0804 RWR0 Other = $0.00
0804 RCV0 Federal =+$18,000.00

The rest of this page is intentionally left blank.
Article IX - Budget:
IDPH will be funding this contract with two budget periods. The first budget period will begin on April 1, 2020, and end on September 29, 2020. Funds that are not spent by the end of September 28, 2020, will not be carried over to the second budget period, which begins on September 30, 2020, and ends on March 30, 2021.

<table>
<thead>
<tr>
<th></th>
<th>Total approved amount for April 1, 2020 through September 30, 2020</th>
<th>Amendment 1</th>
<th>Updated funding available for April 1, 2020 through September 30, 2020</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>A. Case Management</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Medical Case Management</td>
<td>$49,057.00</td>
<td></td>
<td>$49,057.00</td>
</tr>
<tr>
<td>Non-Medical Case Management</td>
<td>$55,002.00</td>
<td></td>
<td>$55,002.00</td>
</tr>
<tr>
<td>Brief Contact Management (Psychosocial Support Services)</td>
<td>$43,110.00</td>
<td></td>
<td>$43,110.00</td>
</tr>
<tr>
<td>Maintenance Outreach Support Services (Service Outreach)</td>
<td>$1,487.00</td>
<td></td>
<td>$1,487.00</td>
</tr>
<tr>
<td><strong>B. Other Core and Support Services</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Outpatient/Ambulatory Medical Care</td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Oral Health</td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Early Intervention Services</td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Health Insurance Premium &amp; Cost Sharing Assistance</td>
<td>$10,350.00</td>
<td></td>
<td>$10,350.00</td>
</tr>
<tr>
<td>Mental Health</td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Medical Nutrition Therapy</td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Substance Abuse Services Outpatient</td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Emergency Financial Assistance</td>
<td>$32,429.00</td>
<td></td>
<td>$32,429.00</td>
</tr>
<tr>
<td>Food Bank/Home</td>
<td>$13,500.00</td>
<td>+$18,000.00</td>
<td>$31,500.00</td>
</tr>
<tr>
<td>Health Education/Risk Reduction</td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Housing services</td>
<td>$70,012.00</td>
<td></td>
<td>$70,012.00</td>
</tr>
<tr>
<td>Linguistic Services</td>
<td>$100.00</td>
<td></td>
<td>$100.00</td>
</tr>
<tr>
<td>Medical Transportation Services</td>
<td>$10,225.00</td>
<td></td>
<td>$10,225.00</td>
</tr>
<tr>
<td>Outreach Services</td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Psychosocial Support Services (Support Group)</td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Referral for Health care/ Supportive Services</td>
<td>$17,083.00</td>
<td></td>
<td>$17,083.00</td>
</tr>
<tr>
<td>Substance Abuse Services (residential)</td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Other</td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>C. Infrastructure Development</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Quality Management activities</td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Data Management activities</td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td>Planning and Coordination activities</td>
<td>$0.00</td>
<td></td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>D. Field Benefits Specialists</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$33,999.00</td>
<td></td>
<td></td>
<td>$33,999.00</td>
</tr>
<tr>
<td><strong>E. Capacity Building</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$3,697.00</td>
<td></td>
<td></td>
<td>$3,697.00</td>
</tr>
<tr>
<td><strong>F. Supplies</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$800.00</td>
<td></td>
<td></td>
<td>$800.00</td>
</tr>
<tr>
<td><strong>Sub total</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>$340,851.00</td>
<td>+$18,000.00</td>
<td></td>
<td>$358,851.00</td>
</tr>
<tr>
<td>Administration 10% of the entire budget</td>
<td>$34,086.00</td>
<td></td>
<td>$34,086.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$374,937.00</td>
<td>+$18,000.00</td>
<td>$392,937.00</td>
</tr>
</tbody>
</table>
The amended contract amount on the face sheet shows an increase of $18,000.00. The contract total is $392,937.00.

All other conditions and terms of the contract remain in effect. The contractor specifies no additional changes have been made to the Special Conditions or General Conditions. The parties hereto have executed this contract amendment on the day and year last specified below.

For and on behalf of the Department: For and on behalf of the Contractor:

By: ___________________________ By: ___________________________
Jeffrey Kerber, Director Insert Date (required if not a digital signature): __________
Division of Behavioral Health
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 chauffeur’s 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:
    FY21 Estimated operating budget: $2,143,839
    FY21 Estimated revenue hours: 22,200
    FY21 Estimated overall cost per revenue hour: $96.56

<table>
<thead>
<tr>
<th>Service</th>
<th>est. Revenue hours</th>
<th>allocated cost of service</th>
</tr>
</thead>
<tbody>
<tr>
<td>County</td>
<td>9,800</td>
<td>$946,380</td>
</tr>
<tr>
<td>City</td>
<td>12,400</td>
<td>$1,197,300</td>
</tr>
</tbody>
</table>

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

<table>
<thead>
<tr>
<th>Review</th>
<th>Favorable Review</th>
<th>No Comments</th>
<th>Unfavorable Review</th>
<th>Comments Attached</th>
</tr>
</thead>
<tbody>
<tr>
<td>Staff Review</td>
<td>☐</td>
<td>☑</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>TOG Review</td>
<td>☐</td>
<td>☑</td>
<td>☐</td>
<td>☑</td>
</tr>
<tr>
<td>Board Review</td>
<td>☐</td>
<td>☑</td>
<td>☐</td>
<td>☑</td>
</tr>
</tbody>
</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)
APPENDIX B

ECICOG - Linn County Transportation
Transit Equipment Use Agreement

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.
## APPENDIX C

### FY 2020 Listing of Leased Equipment

**ECICOG-LIFTS**

### Vehicles

<table>
<thead>
<tr>
<th>Identification Number</th>
<th>Make/Model</th>
<th>Plate Number</th>
<th>VIN Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>258</td>
<td>2008 Chevy Supreme-MDB</td>
<td>128170</td>
<td>1GBG5V1967F424322</td>
</tr>
<tr>
<td>259</td>
<td>2008 Chevy Supreme-MDB</td>
<td>126176</td>
<td>1GBG5V1957F424215</td>
</tr>
<tr>
<td>260</td>
<td>2009 Chevy Supreme-MDB</td>
<td>131486</td>
<td>1GBG5V1949F402113</td>
</tr>
<tr>
<td>261</td>
<td>2009 El Dorado Aerotech</td>
<td>LD0445</td>
<td>1FDGE45P59DA64433</td>
</tr>
<tr>
<td>263</td>
<td>2012 Chevy Glaval</td>
<td>120060</td>
<td>1GB6G5BL8C1159944</td>
</tr>
<tr>
<td>264</td>
<td>2017 Glaval Legacy</td>
<td>128760</td>
<td>4UZADRFDT7HCJH9639</td>
</tr>
<tr>
<td>265</td>
<td>2017 Glaval Legacy</td>
<td>128761</td>
<td>4UZADRD75HCJH9638</td>
</tr>
<tr>
<td>266</td>
<td>2017 Glaval Legacy</td>
<td>129319</td>
<td>4UZADRF6JCJV6280</td>
</tr>
<tr>
<td>267</td>
<td>2017 Glaval Legacy</td>
<td>129301</td>
<td>4UZADRF8JCJV6281</td>
</tr>
<tr>
<td>268</td>
<td>2019 Ford Glaval</td>
<td></td>
<td>1FDGE4FSXKDC56228</td>
</tr>
<tr>
<td>269</td>
<td>2019 Ford Glaval</td>
<td></td>
<td>1FDGE4FS4KDC56239</td>
</tr>
<tr>
<td>45L</td>
<td>2001 Bluebird</td>
<td>111050</td>
<td>1BAADCPH91F201765</td>
</tr>
<tr>
<td>46L</td>
<td>2002 Bluebird</td>
<td>110046</td>
<td>1BAKCPA12F203715</td>
</tr>
<tr>
<td>47L</td>
<td>2001 Ford E450</td>
<td></td>
<td>1FDXE4S71HB16330</td>
</tr>
<tr>
<td>41L</td>
<td>2001 International 3400</td>
<td>108124</td>
<td>1HVBEABM17H364137</td>
</tr>
</tbody>
</table>

### Miscellaneous:

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

REGION 10 OPERATING ASSISTANCE
FORMULA FOR DETERMINATION OF ELIGIBILITY

PROVIDER’S % = Provider’s LDI
________________________x 0.50
Total of LDI for all providers

+ Provider’s Pass to OpExp. Rat
________________________x 0.25
Total of Pass to OpExp ratio for all Providers

+ Provider’s RevMi to OpExp ratio
________________________x 0.25
Total of RevMi to OpExp ratio for all Providers

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.
**Change Order**

**PROJECT:** (Name and address)
19-1016
1006 2nd Street SW
Cedar Rapids, IA 52404

**CONTRACT INFORMATION:**
Contract For: General Construction
Date: 12/3/2019

**CHANGE ORDER INFORMATION:**
Change Order Number: 001
Date: 06/12/2020

**OWNER:** (Name and address)
Linn County
935 2nd Street SW
Cedar Rapids, IA 52404

**ARCHITECT:** (Name and address)
N/A

**CONTRACTOR:** (Name and address)
D.W. Zinser Company, Inc.
1775 Commercial Drive, PO Box 398
Walford, IA 52351

---

**THE CONTRACT IS CHANGED AS FOLLOWS:**

(Insert a detailed description of the change and, if applicable, attach or reference specific exhibits. Also include agreed upon adjustments attributable to executed Construction Change Directives.)

Asbestos Removal by subcontractor due to sewer pipe being lined with transite piping.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>The original Contract Sum was</td>
<td></td>
</tr>
<tr>
<td>The net change by previously authorized Change Orders</td>
<td>$31,450.00</td>
</tr>
<tr>
<td>The Contract Sum prior to this Change Order was</td>
<td>$0.00</td>
</tr>
<tr>
<td>The Contract Sum will be increased by this Change Order in the amount of</td>
<td>$31,450.00</td>
</tr>
<tr>
<td>The new Contract Sum including this Change Order will be</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>The Contract Time will be increased by Zero (0) days.</td>
<td>$33,950.00</td>
</tr>
<tr>
<td>The new date of Substantial Completion will be</td>
<td></td>
</tr>
</tbody>
</table>

**NOTE:** This Change Order does not include adjustments to the Contract Sum or Guaranteed Maximum Price, or the Contract Time, that have been authorized by Construction Change Directive until the cost and time have been agreed upon by both the Owner and Contractor, in which case a Change Order is executed to supersede the Construction Change Directive.

**NOT VALID UNTIL SIGNED BY THE ARCHITECT, CONTRACTOR AND OWNER.**

<table>
<thead>
<tr>
<th>N/A</th>
<th>D.W. Zinser Company, Inc.</th>
<th>Linn County</th>
</tr>
</thead>
<tbody>
<tr>
<td>ARCHITECT (Firm name)</td>
<td>CONTRACTOR (Firm name)</td>
<td>OWNER (Firm name)</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>SIGNATURE</th>
<th>SIGNATURE</th>
<th>SIGNATURE</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRINTED NAME AND TITLE</td>
<td>PRINTED NAME AND TITLE</td>
<td>PRINTED NAME AND TITLE</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>DATE</th>
<th>DATE</th>
<th>DATE</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

---

AIA Document G701™ – 2017. Copyright © 1979, 1987, 2000, 2001 and 2017 by The American Institute of Architects. All rights reserved. The "American Institute of Architects," "AIA," the AIA Logo, and "AIA Contract Documents" are registered trademarks and may not be used without permission. This document was produced by AIA software at 14:39:17 ET on 06/12/2020 under Order No.5047922988 which expires on 04/28/2021, is not for resale, is licensed for one-time use only, and may only be used in accordance with the AIA Contract Documents® Terms of Service. To report copyright violations, e-mail copyright@aia.org.

User Notes: