Linn County Board of Supervisors
Meeting Agenda
Monday, June 24, 2019
10 a.m.
Formal Board Room—Jean Oxley Public Service Center
935 2nd St. SW, Cedar Rapids, IA

Call to Order

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

Minutes
Discuss and decide on meeting minutes.

Discuss a renewal agreement between Linn County and SWANK Motion Pictures, INC

Discuss JUV-19-CB-6-001, the Second Amendment to the Tracking, Monitoring & Intervention Contract between Linn County, State of Iowa Juvenile Court Services, and the Iowa Department of Human Services.

Discuss a Linn County Correctional Center Physicians’ Service Agreement between Linn County and local physicians

Discuss a Linn County Correctional Center Medical Director Service Agreement between Linn County and Robert Braksiek, M.D.

Presentation by Neighborhood Finance Corporation for economic and community development funding consideration

Presentation by Affordable Housing Network Inc. for economic and community development funding consideration

Presentation by Horizons for economic and community development funding consideration

Presentation by the Cedar Rapids Soccer Association for economic and community development funding consideration

Presentation by The Academy for Scholastic and Personal Success for economic and community development funding consideration

Presentation by NEEMA Corporation for economic and community development funding consideration.

Discuss an Assignment of Ground Lease by Tenant with Landlord Consent between Prospect Meadows, Inc., Linn County, and Cedar Rapids Bank and Trust Company pertaining to a ground lease for real property utilized by Prospect Meadows, Inc. for the development and operation of an outdoor baseball and softball facility

Discuss proposal from RSM for Phase II financial system project implementation work.
Discuss a Vacancy Form requesting 2 part-time custodians for the Facilities Department.

Conduct the public hearing, review the plans and specifications, review form of contract, review the estimated costs and review the bids received for the Linn County Community Services Building.

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

**Payroll Authorizations**
Discuss and decide on Employment Change Roster (payroll authorizations).

**Claims**
Discuss and decide on claims.

**Correspondence**

**Appointments**

**Closed Session**
The Board of Supervisors will enter into closed session pursuant to Iowa Code Section 21.5(1)(j) to discuss the purchase or sale of real estate.

**Adjournment**

For questions about meeting accessibility or to request accommodations to attend or to participate in a meeting due to a disability, please contact the Board of Supervisors office at 319-892-5000 or at bd-supervisors@linncounty.org.
SWANK MOTION PICTURES, INC.
PUBLIC PERFORMANCE LICENSING AGREEMENT
FOR CORRECTIONAL INSTITUTIONS

This AGREEMENT is made on this 13th day of June 2019, between LINN COUNTY JUVENILE DETENTION CENTER ("Licensee" herein) and SWANK MOTION PICTURES, INC. ("Swank" herein), a Missouri corporation.

1. Subject Matter and Term of Agreement

   A. Swank is an authorized distributor of copyrighted motion pictures ("DVDs" herein) for non-theatrical public performances. Swank desires to license Licensee for public performance exhibition. Licensee desires to exhibit movies licensed from Swank on the terms and conditions set forth herein.

   B. The term of this Agreement shall commence on September 1, 2019 and continue through August 31, 2020, after which day it shall expire unless renewed or renegotiated by mutual agreement of the parties.

2. License

   Producers listed are those supplying titles at the time of this printing.

   During the term of this contract, Swank shall license Licensee for public performance in its facility on the terms and conditions set forth herein. New facilities added during the term of this contract will require an amendment agreed to in writing by both parties. During the contract period, Licensee may exhibit DVD for showings only at its location(s) listed in Exhibit A. Licensee shall be entitled to choose from Swank's current and future list of available movies for public performance purposes which includes titles distributed by Paramount Pictures, Warner Bros, Bleecker Street, Fine Line Features, Lorimar Productions, New Line Cinema, Picturehouse, RKO Films, The Ladd Company, Turner Pictures, Warner Independent Pictures, Warner Premier, A24 Films, STX Entertainment, MGM/UA, American International, Orion, United Artists, Lions Gate Films, Trimark, Sony Pictures, Columbia Pictures, Epic Productions, Tristar Pictures, Triumph Films, Paramount Vantage, NBC Universal Pictures, Polygram, Focus Features, Gramercy, October Films, USA Films, Summit Entertainment, Lantern Entertainment, Buena Vista Distribution, Hollywood Pictures, Miramax, Touchstone Pictures and Walt Disney Pictures. Rentals and or purchases of titles covered by this Agreement are at the expense of the Licensee.

3. Terms

   In consideration of the License, LINN COUNTY JUVENILE DETENTION CENTER shall pay Swank a License Fee of $475.00 payable in one installment upon receipt of invoice.

4. Payment

   Invoice is due and payable upon receipt.

5. Advertising

   These motion pictures are specifically licensed for non-theatrical showings only. Promotion or advertising outside the Facility is strictly prohibited.

6. Warranties

   Swank warrants that:

   Swank is authorized by the copyright owners of the titles distributed by Swank to license to others for non-theatrical public performance purposes.
7. Notices

All notices to be given hereunder shall be in writing or delivered personally or mailed by pre-paid certified or registered mail (return receipt requested) as follows:

If to Swank:
SWANK MOTION PICTURES, INC.
10795 Watson Road
St. Louis, Missouri 63127-1012
Attn: John Kersting
Institution Sales Manager

If to Licensee:
LINN COUNTY JUVENILE DETENTION CENTER
800 Walford Road Southwest
Cedar Rapids, IA. 52404
Attn: Mrs. Dawn Schott
Director

or to such other addresses as the parties shall specify, or by written notice so given, and shall be deemed to be given as of the date so delivered or mailed.

8. Applicable Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Missouri.

EXECUTED on the day and year first above written.

SWANK MOTION PICTURES, INC.

By __________________________
John Kersting
Institution Sales Manager

LINN COUNTY JUVENILE DETENTION CENTER

By __________________________
Name ________________________
Title _________________________

EXHIBIT A

LOCATION:
LINN COUNTY JUVENILE DETENTION CENTER
Cedar Rapids, IA. 52404
Second Amendment to the Tracking, Monitoring & Intervention Contract

This Amendment to Contract Number JUV-19-CB-6-001 is effective as of July 15, 2019, between the Juvenile Court Services for the 6th Judicial District of Iowa (JCS), the Iowa Department of Human Services (Agency), and Linn County Board of Supervisors (Contractor).

Section 1: Amendment to Contract Language
The Contract is amended as follows:

Revision 1. Section 1.3.3.1 Pricing is hereby amended as follows, effective for services delivered on or after July 1, 2019:
Contractor shall be paid at a rate of $0.84 per minute for the provision of intervention services.

Section 2: Ratification & Authorization
Except as expressly amended and supplemented herein, the Contract shall remain in full force and effect, and the parties hereby ratify and confirm the terms and conditions thereof. Each party to this Amendment represents and warrants to the other that it has the right, power, and authority to enter into and perform its obligations under this Amendment, and it has taken all requisite actions (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Amendment, and that this Amendment constitutes a legal, valid, and binding obligation.

Section 3: Execution
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 above Amendment and have caused their duly authorized representatives to execute this Amendment.

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<tr>
<th>Juvenile Court Services, 6th Judicial District of Iowa</th>
<th>Iowa Department of Human Services</th>
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<tbody>
<tr>
<td>Signature of Authorized Representative:</td>
<td>Date:</td>
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<tr>
<td>Printed Name: Christopher L. Wyatt, Chief Juvenile Court Officer</td>
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<tr>
<th>Linn County Board of Supervisors</th>
<th>Linn County Decategorization Board</th>
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<tr>
<td>Signature of Authorized Representative:</td>
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LINN COUNTY CORRECTIONAL CENTER
PHYSICIANS’ SERVICE AGREEMENT

This Agreement entered into this ___13th____ day of ___June_____, 2019___, between Linn County, Iowa, (hereinafter referred to as "County") and local physician independent contractors named below, (hereinafter referred to as "Physicians" and as Physician individually).

WITNESSETH, IN CONSIDERATION of the mutual undertakings and agreements hereinafter set forth, County and Physician agree as follows:

I. PHYSICIANS AGREE TO:

1. Examine, evaluate and provide appropriate medical treatment to all patients referred by Linn County Correctional Center staff due to illness or injury. Examination and treatment will be performed at the Linn County Correctional Center twice per week for a duration of not more than 2 hours per visit, unless deemed necessary by the Physician.

2. Refer patients to local hospitals and specialists for additional services as deemed necessary by the Physicians and/or staff of Linn County Correctional Facility.

3. Consultation by Correctional Center staff at their workplace at Mercy Medical Center in Cedar Rapids, Iowa, by cell phone, or at their respective residences pursuant to guidelines mutually agreeable to the Physician and the Linn County Correctional Center staff.

II. COUNTY AGREES TO:

1. Compensate Physicians individually, on a monthly basis, for medical services rendered pursuant to this Agreement at the rate of __$550.00___ dollars per visit beginning ___July 1____, 2019___, for a period of ___2____ years ending ___June 30____, 2021__. Payment will be made to Physicians according to the number of visits for the preceding month. The above compensation is provided solely for the time, expertise and care provided by the Physicians for patients seen at the Linn County Correctional Facility.

Compensate Emergency Medicine PC for medical care provided at Mercy Medical Center to non-payer patients referred by the Linn County Correctional Center. Payment shall be made for services rendered at the close of each contract year in the amount of $30,000.00.
Compensate Physicians at the rate of $300, per hour for testifying, pursuant to subpoena issued by Linn County, regarding treatment provided to patients under this Agreement. Compensation will be allowed for reasonable preparation, time spent in court or deposition and will include waiting time in the courthouse immediately prior to the court room appearance(s).

2. Provide instruments and supplies necessary for the routine treatment of common diseases and injuries of Linn County Correctional Center inmates including a well maintained examination room, examination table, stethoscopes, sphygmomanometer, otoscope and fundoscope.

3. Transport by Linn County Sheriff's Office personnel patients to be examined at Mercy Medical Center pursuant to this Agreement.

4. To exercise due caution in protecting the safety and security of Physicians’ personnel and property during examinations and treatment performed at Linn County Correctional Facility and at Mercy Medical Center pursuant to this Agreement.

5. Pursuant to Section 670.8, Code of Iowa, the County shall defend, save harmless and indemnify the Physician, as if he were an employee, against any claim or demand related to acts or omissions within the scope of his/her duties, whether groundless or otherwise (except for claims of medical liability and malpractice). In the event the Physician refuses or fails to cooperate in the defense against the claim or demand, the County shall have a right of indemnification against the Physician.

III. ADMINISTRATION:

1. The scope of medical services to be rendered by Physicians pursuant to this Agreement shall be examination, evaluation and treatment of illness or injury of patients referred to Physicians to the extent that hospitalization is not required: for minor surgical procedures performed in Linn County Correctional Facility; for medical supplies incident to such examination and treatment; and for the preparation of patient care reports and summaries of medical care provided and provision of same to the Linn County Sheriff.

2. This Agreement covers only care rendered by Physicians and those designated by Physicians as substituting for Physicians. This Agreement does not cover hospital care or care by any specialist to whom the patient may be referred, the cost of which will be paid by the County, another party, or the inmate.
3. Services not provided under this Agreement include routine patient physical and mental screening, incidental exams and miscellaneous health related services which will be performed by Linn County Correctional Center health care officials. The writing, implementation, supervision and enforcement of policies and procedures regarding inmate patient health is the sole responsibility of the Linn County Sheriff. Specifically, dietary policy for specific inmates will ultimately be the responsibility of the County. Physicians are not responsible for setting policy for requiring specific diets for specific inmates except as medically necessary in the avoidance of specifically documented food allergies.

The responsibility for obtaining follow-up medical care of an inmate for any condition evaluated or treatment rendered by Physicians shall be the responsibility of the County. The County agrees to indemnify and hold harmless, Physicians and those designated by Physicians as substituting Physicians, from any liability relative to health care delivered or not delivered by Linn County Correctional Center personnel unless:

a. Linn County Correctional Center staff acted under the direction of or in accordance with specific orders of Physicians’ personnel or their substitute; or

b. Linn County Correctional Center staff had consulted with Physicians’ personnel or their substitute within a reasonable time prior to the delivery or non-delivery of health care; or

c. Linn County Correctional Center staff acted in accordance with treatment protocols or instruction of Physicians’ personnel or their substitute.

4. This Agreement recognizes that Physicians are independent contractors and Physicians’ personnel will not be considered employees of Linn County, Iowa, or the Linn County Sheriff, for any purpose. Physicians shall have no authority over Linn County Correctional Center health care officials. The existence and content of all policies and procedures for delivery of health care at the Linn County Correctional Center as well as the supervision and compliance with said policies and procedures shall be the responsibility of the Linn County Sheriff. Physicians shall review and suggest modifications to such policies and procedures.

5. Physicians will provide medical liability and malpractice insurance in amounts to be determined by Physicians, and will indicate in such insurance documents that Physicians provide medical services to Linn
County Correctional Center inmates both at Physicians’ office and at the Linn County Correctional Center.

IV. TERM OF THIS AGREEMENT:

1. This agreement shall commence on _____July 1_____, 2019, and shall be in effect until _____June 30_____, 2021. Contract may be renewable thereafter until further notice on both parties Agreement and conditions remain the same.

2. This Agreement may be terminated by either party without cause on ninety (90) days written notice.

IN WITNESS WHEREOF, the parties hereto have set their hands for the purposes herein expressed to this instrument, as of the _____13th____ day of _____June____, 2019.

CONTRACTING PHYSICIANS          LINN COUNTY, IOWA
PROVIDING CARE AT THE LINN COUNTY CORRECTIONAL CENTER

Stacey Walker                Chairperson
Linn County Board of Supervisors

Robert Braksiek, M.D.       Date
Linn County Sheriff

Brian Gardner                Date

PHYSICIAN SERVICE AGRM
LINN COUNTY CORRECTIONAL CENTER
MEDICAL DIRECTOR SERVICE AGREEMENT

This Agreement entered into this ___13th___ day of ___June_________, 2019, between Linn County, Iowa, (hereinafter referred to as "County") and Robert Braksiek, M.D., a doctor of medicine and surgery licensed in the State of Iowa and duly appointed Medical Director of the Linn County Correctional Center, Linn County, Iowa, (hereinafter referred to as "Medical Director").

WITNESSETH, IN CONSIDERATION of the mutual undertakings and agreements hereinafter set forth, County and Medical Director agree as follows:

I. MEDICAL DIRECTOR SHALL:

1. Determine the needs and exercise the final medical judgment regarding health care delivery to inmates at the Linn County Correctional Center.

2. Review treatment recommendations of other health care providers regarding inmates, and approve all prescription medications entering the Linn County Correctional Center.

3. Oversee all health care services and provide quality assurance through pharmacy reviews and management of medication distribution to inmates.

4. Annually review and validate medical protocols, policies and procedures of the Linn county Correctional Center.

5. Review and suggest modifications to such protocols, policies and procedures as necessary to maintain the appropriate level of medical care for inmates.

6. Provide 24 hour on call referral for treatment and medical orders and ensure effective communication between Mercy Medical Center Emergency Department and the Linn County Correctional Center.

7. Serve as the Medical Director for medical nursing staff and paramedics employed by the Linn County Correctional Center and provide continuing medical education for nursing staff relative to pertinent health care topics affecting the inmate population (MRSA, TB, Influenza, etc.).

8. Obtain bulk prescription medications through the use of personal medical license and personal Drug Enforcement Agency number.

9. Oversee Paramedic Specialists as requested by the Jail Administrator.
10. Personally visit the jail to address administrative matters as needed but no less than two hours per week.

11. Provide telephone consultation and additional visits to the jail as necessary between 9 am – 5 pm Monday through Friday. Provide for a backup LCEM physician in the event of his/her absence to attend to the medical needs of inmates.

12. Maintain the appropriate licensing required to practice medicine and surgery in the State of Iowa.

II. LINN COUNTY SHALL:

1. Compensate Medical Director annually at the rate of $48,200.00, paid in monthly installments of $4,016.67. The above compensation is provided in exchange for the time, expertise and medical services provided by the Medical Director at the Linn County Correctional Center.

2. Compensate Medical Director for the cost of any malpractice insurance requirement additional to that provided and required in his primary practice at an amount not to exceed $3,000.00 per annum. The County also agrees to reimburse the Medical Director for any malpractice deductible in an amount not to exceed $2,500.00 in the event of a claim.

3. Pursuant to Section 670.8, Code of Iowa, the County shall defend, save harmless and indemnify the Medical Director, as if he were an employee, against any claim or demand related to acts or omissions within the scope of his/her duties, whether groundless or otherwise. In the event the Medical Director refuses or fails to cooperate in the defense against the claim or demand, the County shall have a right of indemnification against the Medical Director.

4. Compensate Medical Director at the rate of $300.00 per hour for court appearances, depositions and reasonable preparation time required to defend legal actions arising under Title 42 United States Code Section 1983.

5. Compensate Medical Director for the cost of extended reporting period insurance when the contract/agreement is terminated. This extended period insurance covers against any future claims against Medical Director from prior years. The reporting period insurance is based on 100% of the annual premium.
III. ADMINISTRATION:

1. This agreement recognizes that Medical Director is an independent contractor and is not an employee of Linn County, Iowa, or the Linn County Sheriff’s Office for any purpose.

2. The Medical Director shall not exercise direct supervision over Linn County Correctional Center Health Care staff or officials.

3. The existence and subject matter of all policies and procedures for delivery of health care at the Linn County Correctional Center as well as the supervision and compliance with said policies and procedures shall be the responsibility of the Linn County Sheriff.

III. TERM OF THIS AGREEMENT:

1. This agreement shall commence on July 1, 2019, and shall be in effect until June 30, 2021.

2. The parties may terminated this agreement without penalty upon service of written notice at least ninety (90) days before the effective date of said termination.

IN WITNESS WHEREOF, the parties hereto have set their hands for the purposes herein expressed to this instrument, as of the 13th day of June, 2019.

Robert Braksiek, M.D.  
Medical Director  
6/13/19

Stacey Walker  
Date  
Linn County Board of Supervisors

Brian D. Gardner  
Date  
Linn County Sheriff

6/13/19
ASSIGNMENT OF GROUND LEASE BY TENANT
WITH LANDLORD CONSENT

This Assignment of Ground Lease by Tenant (“2019 Assignment”) is made as of June _____, 2019, by and between PROSPECT MEADOWS, INC. (“Tenant”), LINN COUNTY, IOWA (“Landlord”), and CEDAR RAPIDS BANK AND TRUST COMPANY of Cedar Rapids, Iowa (“Bank”).

WHEREAS, pursuant to that certain Amended Ground Lease – Unimproved Land dated June 25, 2018 (“Ground Lease”), Landlord, as the owner of the real property described on Exhibit A attached hereto (“Property”), leased to Tenant, the Property for the development and operation of certain improvements on the Property; and

WHEREAS, Bank previously provided Tenant a loan of $2,400,000.00 for the cost of various improvements on the Property (“2018 Loan”), which 2018 Loan is secured by, among other things, an Assignment of Ground Lease by Tenant with Landlord Consent dated June 28, 2018 and recorded on July 2, 2018 in Book 10141 at Page 583 of the records of the Linn County, Iowa Recorder (“2018 Assignment”);

WHEREAS, at Tenant’s request, Bank has entered into a certain financing arrangement with Tenant pursuant to certain Loan Documents to provide Tenant a loan of $5,000,000.00 (“2019 Loan”) to pay for various completed improvements on the Property, which 2019 Loan shall be secured by, among other things, Tenant's leasehold interest in the Property and Tenant's interest in all buildings, fixtures and improvements located on the Property, except for any water, gas, electric, sewer and other public utility lines serving the Property that are located outside of the buildings (collectively, the “Improvements”);

WHEREAS, Tenant desires to presently assign its rights in, to and under the Ground Lease and the Property to Bank as additional collateral for Tenant’s obligations to Bank under the 2019 Loan and all documents executed pursuant to the 2019 Loan (collectively, the “2019 Loan Documents”), and Bank has agreed to provide such 2019 Loan so long as, among other things, Landlord and Tenant enter into this 2019 Assignment.
NOW, THEREFORE, in consideration of the mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned agree as follows:

1. **Representations Regarding Ground Lease.** To induce Bank to accept this 2019 Assignment, Landlord and Tenant represent and warrant to Bank that:

   a. Except as described on Exhibit B attached hereto, there have been no changes, modifications, alterations or amendments to the Ground Lease;

   b. Landlord and Tenant have each performed all of their respective obligations under the Ground Lease, and there exists no event of default or other occurrence which (with the passage of time or the giving of notice or both) would constitute an event of default by Tenant or Landlord under the Ground Lease;

   c. All rent and other payments required to be paid by Tenant under the Ground Lease as of the date of this 2019 Assignment have been paid in full;

   d. The Ground Lease constitutes the legal and valid obligations of Tenant and the Landlord, and is fully enforceable against both the Landlord and Tenant in accordance with its terms;

   e. Landlord’s and Tenant’s execution of this 2019 Assignment has been duly authorized;

   f. The Ground Lease is not presently subject to any defenses, counterclaims or setoffs of any kind in favor of any party;

   g. Except as described on Exhibit C attached hereto, this 2019 Assignment, the Property and the Lease Collateral are free and clear of any liens, security interests, encumbrances or claims of any type created by, through or under Tenant (except for the interest of Landlord and Tenant under the Ground Lease);

   h. Tenant will not approve assignments of the Ground Lease or sublets of the Property or substitutions of any tenant, whether or not permitted by the Ground Lease, without the prior written approval of Bank, which shall not be unreasonably withheld, conditioned, or delayed;

   i. Any borrowing by the Landlord secured by the Ground Lease or the Property shall be subordinate to this 2019 Assignment and to the rights of Tenant under the Ground Lease;

   j. Tenant will appear in and defend, at no cost to Bank, any action or proceeding with respect to the Ground Lease, the Property or Lease Collateral brought by any third party;

   k. If requested by Bank, Tenant will enforce the Ground Lease and all remedies available to Tenant against Landlord if Landlord defaults as provided in the Ground Lease; and Tenant will use its best efforts to promptly deliver to Bank, upon request, a signed estoppel certificate from Landlord as Bank requires, certifying that the Ground Lease is in full force and effect with no defaults on the part of any party as provided in the Ground Lease, that no rental has been paid
more than one month in advance and that such Landlord has no claim, counterclaim or offset against the full and timely performance of its obligations to Tenant under the Ground Lease.

2. **Lease Collateral.** As additional consideration for Tenant’s obligations to Bank under the 2019 Loan and the 2019 Loan Documents, Tenant hereby grants to Bank a security interest in all of Tenant’s interests in the Ground Lease, plus all modifications, renewals and extensions of the Ground Lease, any subleases, licenses and subsequent leases to use the Property, all guaranties and security for any of the foregoing, and all proceeds therefrom (including without limitation, any insurance proceeds, any security deposits, any condemnation proceeds, any rents or income, any late charges and any real or personal property tax rebates), whether now existing or hereafter arising. All of the foregoing are hereinafter referred to as the “Lease Collateral.” Notwithstanding the foregoing, Landlord’s right to receive condemnation proceeds, insurance proceeds and percentage rent from Tenant as provided under the terms of the Ground Lease shall not be subordinated to the Bank’s Leasehold Mortgage.

3. **Bank Demand for Payment.** If a default occurs under this 2019 Assignment or the 2019 Loan Documents, this 2019 Assignment will constitute a direction to and full authority to the Landlord to pay all amounts that may be due to Tenant under the Ground Lease exclusively to Bank without relying upon proof of the default. Tenant irrevocably authorizes the Landlord to rely upon and comply with any notice or demand by Bank for the payment to Bank of any amounts due or to become due under the Ground Lease. Tenant will have no claim and waives any claim against the Landlord for any amounts paid to Bank as provided in the demand or notice of Bank.

4. **No Liability of Bank.** Notwithstanding the assignment described above, Tenant (and not Bank) remains obligated to perform all of the obligations and covenants set forth in the Ground Lease; and agrees to fully and promptly perform all of Tenant’s obligations under the Ground Lease; and to comply with all applicable laws regarding the leasing, use, or ownership of the Property as may be in effect from time to time (including all municipal ordinances, building codes, zoning ordinances and the like). This 2019 Assignment will not operate to place responsibility on Bank for the control, care, operation, maintenance or repair of the Property or the Lease Collateral, or to make Bank responsible or liable for any waste committed on the Property by Tenant or any other person, for any dangerous or defective condition of the Property, for any hazardous waste or substance that has been, is now, or may in the future be, present on the Property or the Lease Collateral, or for any negligence in the management, upkeep, repair, replacement, maintenance or control of the Property or the Lease Collateral. Nothing provided in this 2019 Assignment, nor any collection of rents by Bank or by a receiver will be construed to make Bank a “mortgagee-in-possession” of the Property, so long as Bank has not elected in writing to take actual possession of the Property.

5. **Subordination.** The Parties agree that all documents executed pursuant to the 2019 Loan, including without limitation that certain Leasehold Mortgage, Security Agreement and Assignment of Rents shall be made expressly subject to the rights of Landlord under the Ground Lease, except as follows: Landlord covenants and agrees that, except for the encumbrances described on Exhibit C attached hereto, and for as long as the Ground Lease or the new ground lease described in Section 17 below is in effect, all of Landlord’s interest in the Lease Collateral, but not Landlord’s fee interest in and to the Property, is and shall be subject and subordinated to the Bank’s Leasehold Mortgage. In addition, Landlord covenants and agrees that all of Landlord’s rights and interest in and with respect to all rents, incomes and profits of and from the Improvements and all present and future leases thereof entered into by Tenant and its approved successors in interest (“Rents and Leases”), are and shall be subject and
subordinated to all rights and interest granted to Bank in and to the Rents and Leases. In the event of a default by Tenant under any of the provisions of the Ground Lease, Landlord shall provide written notice of such default to Bank, and Bank shall have the right, but not the obligation, to cure any such default or event of default in the same manner and under the same time frames as the Tenant may cure pursuant to the Ground Lease (but in no event shall Bank's cure period with respect to any such default or event of default be less than the time periods allowed to a mortgagee for monetary and non-monetary defaults or events of default under the Ground Lease). If prior to the expiration of the applicable grace period the Bank or its successors shall cure said default or give Landlord written notice that it shall cause the same to be cured per the terms of the Ground Lease and this 2019 Assignment, and shall immediately commence and proceed with all due diligence to do so, whether by performance on behalf of Tenant or by foreclosure or otherwise, then Landlord will not terminate or take any action to effect a termination of the Ground Lease, or re-enter, take possession of or relet the Property or otherwise enforce performance of the Ground Lease so long as: (1) the Bank or its successors is with all due diligence and in good faith engaged in the curing of said default, and (2) all Rent is paid current. Nothing herein shall preclude Landlord from terminating the Ground Lease with respect to any additional default which may occur during the aforesaid period of forbearance and is not remedied within the period of grace applicable to any such additional default, except that the Bank or its successors shall have the same right specified in this Section with respect to any such additional defaults, provided that Bank or Tenant is not in default of the terms of the Ground Lease. If Bank forecloses on Tenant's interest in the Ground Lease it may: A) become the tenant under the Ground Lease and assume all of the tenant's obligations under the Ground Lease that arise after the date Bank becomes tenant under the Ground Lease; or B) with Landlord’s prior written consent, assign the Ground Lease to a third party. Except as otherwise specifically provided in this 2019 Assignment, Bank may not assign the Ground Lease, sublease the Property, or contract with any third party other than Tenant for the operation of the Property without Landlord’s prior written consent.

6. **No Other Liens.** Except for the Permitted Encumbrances shown on Exhibit C attached hereto, Tenant and Landlord know of no other party who could claim an interest on or lien against the Ground Lease, the Property or the Lease Collateral (including any mortgages against the Property); and Tenant waives any claims against Bank based on marshalling of assets or any other equitable principle regarding Bank’s disposition of the Ground Lease or the Lease Collateral. Furthermore, Tenant agrees not to pledge, mortgage or assign the Ground Lease, the Property, or the Lease Collateral (or any part thereof) to any other party, or permit the Property and the Lease Collateral to be subject to any lien or claim for taxes (except for tax assessments being contested by appropriate proceedings in good faith and for which no final tax assessment or notice has yet been issued).

7. **Recognition; Easements.** Landlord agrees that if Bank or its nominee or any purchaser at any foreclosure sale obtains title to the Property and/or the Improvements, including, but not limited to, as a result of Bank’s foreclosure of its interest under the Leasehold Mortgage:

   a. Bank, its nominee, any purchaser in such foreclosure, and each of their respective successors and assigns, shall have and is hereby granted all of the rights and easements that Landlord has granted at any time and from time to time to Tenant under and/or in connection with the Ground Lease, including, but not limited to, rights and easements with respect to the use of common areas, parking, access and utilities;
b. Any and all such rights and easements granted to Bank, its nominee, any purchaser in such foreclosure, and each of their respective successors and assigns, shall be deemed and are easements for the benefit of the Property;

c. All such rights and easements shall run with the land binding upon, or for the benefit of, the Property, the Improvements or any portion thereof, and shall extend and inure to, and be binding upon, each of the parties hereto, and their respective successors and assigns, or holders of any other interest in the Property, the Improvements or any portion thereof; and

d. Landlord shall enter into and record against the Property any agreements, documents and instruments that Bank, its nominee any purchaser in such foreclosure or any of their respective successors and assigns, requires to memorialize the terms and provisions of this paragraph and the grant of such rights and easements.

8. **Modification of Ground Lease.** Landlord and Tenant acknowledge and agree that the Ground Lease shall not be materially amended or altered or intentionally or voluntarily terminated without the prior written consent of Bank.

9. **No Liability of Landlord.** Notwithstanding anything contained in the 2019 Loan Documents, the parties hereto acknowledge and agree that the Landlord shall not be liable for any of the Loan but is executing this 2019 Assignment solely for the accommodation of Tenant.

10. **Remedies Upon Tenant Default.** In the event of a default by Tenant under the 2019 Loan Documents or under this 2019 Assignment, all amounts otherwise payable to Tenant pertaining to the Ground Lease, the Property or Lease Collateral shall be solely payable to Bank; and any amounts received by Tenant pertaining to the Ground Lease, the Property or the Lease Collateral shall be held in trust by Tenant for the sole benefit of Bank, and shall be promptly delivered by Tenant to Bank in original form (and with such endorsements as Bank may request). Bank shall be entitled to exercise and enjoy all of the rights, remedies and powers granted to Tenant under the Ground Lease in Bank’s own name or in Tenant’s name without notice to or the consent of Tenant; all at Tenant’s expense. Bank may have a receiver appointed immediately without notice to Tenant, to take possession of the Property and the Lease Collateral and to collect, retain and apply any amounts due to Tenant under the 2019 Loan Documents under the direction of the court appointing the receiver. Tenant consents to the appointment of the particular person Bank designates as receiver. Bank and its receiver may cancel, assign or alter any existing lease to the extent provided for therein or at law; and Bank and its receiver will have the authority, as the attorney-in-fact of Tenant, such authority being coupled with an irrevocable interest, to sign the name of Tenant and to bind Tenant on all papers and documents with respect to the operation, leasing, repair, replacement and maintenance of the Property and the Lease Collateral. All of the foregoing rights and remedies of Bank set forth herein are cumulative, but nothing herein shall affect Landlord’s right to receive percentage rent from Tenant or its successors in interest as provided under the terms of the Ground Lease.

11. **Continuing Rights of Tenant.** Notwithstanding this 2019 Assignment, and provided there is no uncured default by Tenant, Tenant shall remain entitled to the benefits of the Ground Lease and shall continue to operate and manage the Property in accordance with the Ground Lease.
including without limitation the right to sell or sublease some or all of the Property in accordance with the terms of the Ground Lease, without Bank’s prior approval whether written or otherwise.

12. **Fees; Expenses.** Tenant shall promptly reimburse Bank for all costs and expenses (including reasonable attorneys’ fees) incurred by Bank in exercising any of its rights or remedies hereunder, and in protecting or exercising Bank’s and/or Tenant’s rights under the Ground Lease or regarding the Property and the Lease Collateral. All amounts payable by Tenant hereunder shall bear interest at the Default Rate or the highest rate permitted by law (whichever is lower) from its due date until paid without any formal demand for payment by Bank. Tenant further agrees to indemnify and hold Bank harmless from any and all claims, liabilities, costs, expenses, fines or penalties (including reasonable attorneys’ fees) assessed against Bank or incurred by Bank with respect to the Ground Lease, the Property, the Lease Collateral or any third party, except where caused solely by Bank’s willful misconduct or violation of law.

13. **Binding Effect.** This 2019 Assignment inures to the benefit of, and is binding upon, the successors, assigns and transferees of the parties hereto (whether by operation of law or by agreement). All rights of Bank under this 2019 Assignment may be assigned, pledged, mortgaged or transferred by Bank to any third party upon written notice to Tenant, subject to Landlord’s rights under the Ground Lease (absent a default by Landlord thereunder). No delay on the part of Bank in exercising any right, power or remedy hereunder shall operate as a waiver thereof; and no single or partial exercise of any right, power or remedy hereunder shall preclude any further exercise thereof (or the exercise of any right, power or remedy). Tenant agrees to execute and deliver to Bank such other documents as Bank may deem necessary to evidence and/or protect Bank’s rights, remedies and interest(s) in and under the Ground Lease and this 2019 Assignment.

14. **Counterparts.** This 2019 Assignment may be executed in any number of counterparts, each of which counterparts, once executed and delivered, shall be deemed to be an original and all of which counterparts taken together, shall constitute but one and the same 2019 Assignment.

15. **Governing Laws.** This 2019 Assignment shall be construed in accordance with the internal laws, and not the conflict of laws provisions, of the State of Iowa, provided that the rights and remedies provided to the parties in this 2019 Assignment shall be enforceable by the parties notwithstanding the fact that such rights and remedies may be inconsistent with or not addressed by Iowa law.

16. **Notice and Cure.** Bank shall give written notice to Landlord of any default or event of default (however such terms are defined) under the 2019 Loan Documents, including, but not limited to, the Leasehold Mortgage, that Bank provides in writing to Tenant, and Landlord shall have the right to cure any such default or event of default in the same manner and under the same time frames as the Tenant may cure pursuant to the 2019 Loan Documents. In addition, Landlord shall give written notice to Bank of any default or event of default (howsoever such terms are defined) under the Ground Lease, and Bank shall have the right, but not the obligation, to cure any such default or event of default in the same manner and under the same time frames as the Tenant may cure pursuant to the Ground Lease (but in no event shall Bank’s cure period with respect to any such default or event of default be less than the time periods allowed to a mortgagee for monetary and non-monetary defaults or events of default under the Ground Lease). All notices required to be given under this 2019 Assignment shall be in writing and be served by Bank upon Landlord, or by Landlord upon Bank, as the case may be, by any one of the
following means: (i) by hand delivery; or (ii) forwarding through a nationally-recognized commercial delivery service or through registered or certified mail, postage prepaid, in which case three (3) business days after the time of depositing with the delivery service or mailing, as the case may be, shall be the time of notice.

Notice to Landlord shall be at:

Linn County, Iowa
935 2nd Street SW
Cedar Rapids, IA 52404
Attention: Finance and Budget

With a copy to:

Linn County Attorney, Civil Division
935 2nd Street SW
Cedar Rapids, IA
Attention: ____________

Notice to Bank shall be at:

Cedar Rapids Bank and Trust Company
Attn: Benjamin C. Weber
500 First Avenue NE, Suite 100
Cedar Rapids, IA 52406-0789

With a copy to:

Joseph E. Schmall
Bradley & Riley PC
2007 First Avenue SE
Cedar Rapids, IA 52406-2804

17. **New Ground Lease.** In the case of termination of the Ground Lease by reason of any default or event of default (howsoever such terms are defined) by Tenant, other than a default or event of default for Tenant’s failure to pay rent for which Bank received written notice as required by the Ground Lease and by Section 16 above, and failed to cure within the Bank's applicable cure period, then, Landlord and Bank, or its designee or nominee shall enter into a new ground lease. The new lease shall have a term equal to the remainder of the term of the Ground Lease and shall contain all the covenants, conditions, limitations and agreements contained in the Ground Lease (including, without limitation, all rights and easements with respect to the use of common areas, parking, access and utilities granted by Landlord in connection with the Ground Lease) as therein established, it being the intention of the Parties to preserve the Ground Lease for the benefit of the Bank without interruption.

18. **Subordination of 2018 Assignment.** Notwithstanding anything to the contrary in the 2018 Assignment or this 2019 Assignment, the Parties agree that this 2019 Assignment shall be a first priority lien on the Tenant’s interest in the Ground Lease and Lease Collateral. Bank’s lien and rights to
the Ground Lease and Lease Collateral under this 2019 Assignment shall be superior to the Bank’s lien and rights to the Ground Lease and Lease Collateral under the 2018 Assignment notwithstanding the date, manner or order of perfection of the Bank’s security interest, lien or claim.

19. **Entire Agreement.** This 2019 Assignment constitutes the entire agreement of the parties, and its terms may not be waived or modified in any manner without the consent of all parties hereto. This 2019 Assignment shall be binding on the undersigned and their assigns and successors, however arising; and inures to the benefit of Bank and its assigns or successors. This 2019 Assignment may be executed in one or more counterparts, each of which may be deemed an original, and all of which together shall constitute one and the same instrument. If any provision of this 2019 Assignment or the application thereof to any person is held invalid or unenforceable for any reason, the other provisions of this 2019 Assignment and their application shall be unaffected thereby and shall remain in full force and effect.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]
[SIGNATURES APPEAR ON FOLLOWING PAGES]
TENANT:
PROSPECT MEADOWS, INC.,
An Iowa nonprofit corporation

By:______________________________________

STATE OF IOWA
) ss:
COUNTY OF LINN
)

On this ______ day of June, 2019, before me, the undersigned Notary Public in said County and
State, personally appeared ________________________, and executed the above as the
__________________________ of Prospect Meadows, Inc., an Iowa nonprofit corporation.

__________________________
Notary Public in and for said State
LANDLORD:
LINN COUNTY, IOWA

By:___________________________

STATE OF IOWA   )
   ) ss:
COUNTY OF LINN   )

The above instrument was signed before me on this _____ day of June, 2019, by
___________________________, as the __________________ of Linn County, Iowa.

________________________________
Notary Public in and for said State
CEDAR RAPIDS BANK AND TRUST COMPANY

By:________________________________________

STATE OF IOWA )
) ss.
COUNTY OF LINN )

The above instrument was signed before me on this _____ day of June, 2019, by _______________ as ________________________________ of CEDAR RAPIDS BANK AND TRUST COMPANY.

__________________________________________
Notary Public in and for the State of Iowa
EXHIBIT “A”
Legal Description – Leased Premises

PART OF THE NORTHEAST QUARTER, SECTION 16, TOWNSHIP 84 NORTH, RANGE 6
WEST OF THE 5TH PRINCIPAL MERIDIAN, LINN COUNTY, IOWA DESCRIBED AS
FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 16; THENCE
S1°21'00"E 60.00 FEET ALONG THE EAST LINE OF SAID NORTHEAST QUARTER TO THE
SOUTH RIGHT OF WAY OF COUNTY HOME ROAD TO THE POINT OF BEGINNING;
THENCE CONTINUING S1°21'00"E 2590.38 FEET ALONG SAID EAST LINE TO THE EAST
QUARTER CORNER OF SAID SECTION 16; THENCE S88°21'40"W 2547.23 FEET ALONG
THE SOUTH LINE OF SAID NORTHEAST QUARTER TO THE EASTERLY RIGHT OF WAY
OF HIGHWAY NO. 13; THENCE N1°04'35"W 1580.57 FEET ALONG SAID EASTERLY
RIGHT OF WAY; THENCE N50°05'33"E 57.24 FEET; THENCE N3°28'50"E 115.50 FEET;
THENCE N87°46'13"E 420.10 FEET; THENCE N17°21'46"E 163.95 FEET; THENCE
N4°04'01"E 109.90 FEET; THENCE S82°38'54"E 42.94 FEET; THENCE S33°43'22"E 152.78
FEET; THENCE S65°13'41"E 304.82 FEET; THENCE N57°50'09"E 396.43 FEET; THENCE
N52°23'45"E 194.51 FEET; THENCE N0°18'02"W 543.43 FEET TO SAID SOUTH RIGHT OF
WAY; THENCE N88°10'36"E 1096.97 FEET ALONG SAID SOUTH RIGHT OF WAY TO THE
POINT OF BEGINNING.

SAID PARCEL CONTAINS 125.53 ACRES, SUBJECT TO EASEMENTS AND RESTRICTIONS
OF RECORD.
EXHIBIT “B”

Changes, Modifications and Amendments to Ground Lease

None
EXHIBIT “C”
Encumbrances

1. Assignment of Ground Lease by Tenant with Landlord Consent dated June 28, 2018 and recorded on July 2, 2018 in Book 10141 at Page 583 of the records of the Linn County Iowa Recorder.
June 7, 2019

Dawn Jindrich
Finance Director
Linn County
935 2nd Street SW
Cedar Rapids, IA 52404-2100

Dear Dawn:

Thank you for considering RSM US LLP to assist with the additional consulting needs of Linn County. Please find enclosed the Statement of Work for Financial System Implementation Services. If you are in agreement, we ask that you please sign the Statement of Work.

We look forward to working with you on your additional consulting needs.

Sincerely,

Scott Hauser
Senior Director
RSM US LLP
319 298 5299

Steve Mermelstein
Director
RSM US LLP
816 751 1866
Linn County  
June 7, 2019  
Page 2 of 8

STATEMENT OF WORK—FINANCIAL SYSTEM IMPLEMENTATION SERVICES

This Statement of Work ("Statement of Work" or "SOW") dated June 7, 2019, is entered into by and between Linn County ("Client," "you" or "your") and RSM US LLP (formerly known as McGladrey LLP), an Iowa limited liability partnership ("RSM," "we," "us" or "our") pursuant to the Master Services Agreement dated February 9, 2015 (the "Agreement"), all of the terms of which are hereby incorporated herein by reference.

A. Engagement Objectives, Services, Approach and Scope of Work

Our work will be to assist and advise you with this project. As stated below and for clarity, we will not, nor does Client desire us to, perform any management functions, make management decisions, or otherwise perform in a capacity equivalent to that of an employee or officer of Client.

Project Objectives

The purpose of this project is to assist Linn County with advisory, process improvement and project management services associated with its implementation of a new financial accounting ERP system as needed. Specifically Linn County desires a flexible advisory relationship where RSM will be available to assist with a wide variety of tasks, as needed, to help implement its new system. These tasks might include:

- Overall implementation strategic advisor (Scott Hauser)
- ERP software and IT advisor (provided remote by Troy Rhodes)
- Project manager (provided local by Kim Dougherty)
- Process improvement and change facilitation (only for areas needing the most improvement or change, or if the existing Client team members cannot fit the process improvement work into their schedules)
- NetSuite advisor (if needed)
- HRIS subject-matter experience (if needed)
- Other advisory services (if needed)

Services and Scope of Work

Based on our implementation scoping discussions, our approach will stress the involvement of you and your staff in the tasks of the project. The project will be conducted in multiple phases and tasks, providing an opportunity for establishing an agreement between Linn County and the consulting team at critical milestones. In the sections below, we have provided the project phases and work steps for your assistance. Under each phase, we have provided a brief description of the activities that will be carried out by our consultants.

Phase I—Project Initiation

- Implementation project kick-off with the involved key stakeholder representatives to align objectives, activities and participants
- Define schedule expectations, restrictions and the final go-live date
- Prioritize the departments or transaction process areas in order of most to least improvement opportunities
- Obtain and finalize GovSense's overall project implementation plan
Phase II—Project Management and Implementation Execution

Apply our project management, IT systems and software vendor knowledge to assist with specific implementation activities, as requested upon agreement by both parties. Specific tasks may include:

- Scheduling, coordinating and project managing the activities of the involved key parties
- Preparing a monthly status report of implementation progress, delays and roadblocks
- Provide IT systems and software vendor commitment knowledge to support the successful implementation of the vendor promises received in the selection process
- Assist with driving accountability of the involved team members

Phase III—Business Process Improvement Assistance (if needed)

- Provide a workshop for the core Linn County team on leading practices in transaction process improvement activities
- Customize our standard business process improvement methodology for use by the Linn County team leads
- Conduct business process improvement review and design sessions to identify efficiency and effectiveness improvements and changes required or supported by the new software
- Educate the Linn County team leads on how to encourage an improvement and change based culture

Phase IV—Other Advisory Services (if needed)

- To be determined throughout the implementation timeline and process

Significant additional projects will be the subject of mutually agreed, separately executed Statements of Work or if more appropriate, a mutually agreed and separately executed Change Order. In the event that you request additional routine services that substantively relate to the subject of this Statement of Work and which in our judgement do not rise to the level of a Change Order or require a new Statement of Work, ("Out-of-Scope Services"), our fees for such services will be based on the time required for the work performed at our discounted rates, plus Expenses as described below. All such services will be subject to the terms of this Statement of Work, including the Master Services Agreement under which it is issued.

Timing

The project is anticipated to begin at the earliest mutually agreeable date – perhaps at the completion of the payroll, HRIS and timekeeping work currently underway.

B. Engagement Team

Scott Hauser will be responsible for overseeing the engagement and the delivery of all Services to you, and will coordinate all fieldwork and project communications. Other personnel at the necessary skill and experience levels may be called upon to assist in this project as appropriate. While we will attempt to comply with your requests for certain individuals, we retain the right to assign and reassign our personnel, as appropriate, to perform the Services.
If any portion of our Services is performed on Client premises, our personnel shall observe your reasonable policies regarding working conditions, building security and business hours, to the extent our personnel are made aware of such policies. The rest of our project team is expected to consist of the following resources:

- Troy Rhodes will serve as ERP software and IT advisor (remote)
- Kim Dougherty will serve as project manager (local)
- Steve Mermelstein will serve as the governmental subject-matter professional and change management and improvement culture lead for this engagement

We estimate our work hours by consultant to be as follows:

<table>
<thead>
<tr>
<th>Consultant</th>
<th>Estimate Hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Troy Rhodes</td>
<td>110</td>
</tr>
<tr>
<td>Kim Dougherty</td>
<td>222</td>
</tr>
<tr>
<td>Scott Hauser</td>
<td>12</td>
</tr>
</tbody>
</table>

C. Third-Party Products

This Statement of Work includes the following with respect to Third-Party Hardware Products or Third-Party Licensed Products (each a Third-Party Product):

- RSM services in connection with Client's use of a Third-Party Product

You acknowledge and agree that the development, implementation and integration of business software systems is inherently not error-free and that corrections, “bugs” and defects arising prior to or subsequent to deployment are common. Client further acknowledges that its usage of a Third-Party Licensed Product may involve the movement and storage of Client's data solely within the infrastructure provided by the Third-Party Licensed Product and not RSM's, and that Client's EULA or other agreements with the Licensor of such Third-Party Licensed Product will govern all obligations relating to data privacy, storage, recovery, security, and processing, as well as the service levels associated, with such Third-Party Licensed Product.

D. Engagement Assumptions, Client Acknowledgements, Responsibilities and Representations

Our Services, Fees and work schedule are based upon the following assumptions, acknowledgements, representations and understandings with you:

- Client will determine the extent of services it wishes RSM to provide and will undertake the responsibilities set forth in this Statement of Work.
- Client will designate an employee or employees within its senior management who will make or obtain all management decisions with respect to this Statement of Work on a timely basis.
- Client will ensure that we have access to key people, facilities and data, and that all levels of your employees and contractors will cooperate fully and timely with us. We will also let you know where we feel we are not getting the appropriate cooperation or direction and advise you of any other issues related to this engagement. The success of this engagement is dependent upon full openness, communications, cooperation and timely direction.
• Client agrees that all assumptions set forth in this Statement of Work are accurate and agrees to provide us with such further information we may need and which we can rely on to be accurate and complete. We will be entitled to rely on all of your decisions and approvals made independently, and we will not be obligated to evaluate, advise on, confirm or reject such decisions and approvals.
• Client will evaluate the adequacy and results of services and will let us know immediately of any problems or issues you perceive in our personnel, services or deliverables.
• To the extent our services or deliverables include the design or implementation of hardware or software systems, Client agrees to be responsible for making all management decisions. These decisions include but are not limited to the systems to be evaluated and selected, the design of those systems, the controls to be tested, the security and system procedures to be implemented, the scope and timetable of the implementation, testing, training and conversion plan.
• Linn County will provide suitable working space for on-site RSM staff.
• The Linn County implementation team will make the final decisions on software configuration and process improvements to be implemented.
• Linn County will be ultimately responsible for the success of the implementation, and RSM's role will be to assist Linn County as requested.

The fulfillment and confirmation of these responsibilities, acknowledgements and representations are critical to the success of this engagement. The successful delivery of our Services, and the Fees charged, are also dependent on your timely and effective completion of your responsibilities, the accuracy and completeness of the assumptions, and timely decisions and approvals by your management. You will be responsible for any delays, additional costs or other liabilities caused by or associated with any deficiencies in the assumptions or in carrying out your responsibilities.

E. Additional Understandings Arising from the Performance of Attest Services by RSM

In connection with the performance of these Services, Client agrees to make all management decisions and perform all management functions; designate an individual who possesses suitable skills, knowledge, and/or experience, preferably within senior management, to oversee such Services; evaluate the adequacy and results of the Services performed; accept responsibility for the results of the Services; and establish and maintain internal controls, including monitoring ongoing activities. We will not perform any management functions, make management decisions, or otherwise perform in a capacity equivalent to that of an employee or officer of Client.

F. Fees and Expenses

Our Fees for the Services described in this Statement of Work will be based upon actual time at our discounted hourly rates. In addition to our Fees, you will be invoiced for (i) direct expenses, including, as applicable, amounts attributable to travel, meals, fees and expenses for services from other professionals, and for services provided by RSM's Subcontractors, and (ii) a charge of five percent (5%) of the Fees for indirect administrative expenses, such as technology, research and library databases, communications, photocopying, postage and clerical assistance, security, privacy, automation, risk mitigation, regulatory compliance requirements, peer quality reviews and project management oversight, RSM's development library, and research and development team project involvement.
Our current hourly rates are as follows and may be subject to adjustment as our prevailing rates change from time to time:

<table>
<thead>
<tr>
<th>Professional Level</th>
<th>Standard Hourly Rates</th>
<th>Discounted Hourly Rates</th>
</tr>
</thead>
<tbody>
<tr>
<td>Partner, Principal, Senior Director and Director</td>
<td>$450</td>
<td>$260</td>
</tr>
<tr>
<td>Manager</td>
<td>$320</td>
<td>$210</td>
</tr>
<tr>
<td>Supervisor and Associate</td>
<td>$180 to $260</td>
<td>$165</td>
</tr>
</tbody>
</table>

Based on our initial understanding of the project scope and our estimated hours below, our billings for Phases I and II described in this Statement of Work is estimated at $62,850, plus Expenses (if applicable).

Travel time will be billed at fifty percent (50%) of our discounted hourly rates and is in addition to the estimated Fees. The Fees quoted in this Statement of Work will remain valid for sixty (60) days from the date of issuance.

You acknowledge that this is our good faith estimate based upon our understanding of the engagement assumptions and the facts and circumstances we are aware of at this time. If the basis of our estimates is inaccurate, the Fees and Expenses may be different from those we each anticipate. If circumstances are encountered that affect our ability to proceed according to the plan outlined above, such as major scope changes, loss of key Client personnel, unavailable information, or undetermined or requested scope changes during our scoping efforts, we will inform you promptly and seek your approval for any changes in scope, timing or Fees that may result from such circumstances.

G. Invoice Address

Invoices for our Services rendered pursuant to this Statement of Work will be sent to:

Dawn Jindrich
Finance Director
Linn County
935 2nd Street SW
Cedar Rapids, IA 52404-2100
H. Acknowledgement and Acceptance

By the signatures of their duly authorized representatives below, RSM and Client, intending to be legally bound, acknowledge that they have read and agree to all of the provisions of this Statement of Work (including any Exhibits and Attachments hereto) as of the date set forth above. RSM and Client, and each signatory below, hereby represents that said signatory is a duly authorized representative of such party and has the requisite power and authority to bind such party to the terms set forth in this Statement of Work.

AGREED TO AND ACKNOWLEDGED BY:

RSM US LLP

By: ____________________________
Name: Scott Hauser
Title: Senior Director
Date: June 7, 2019

Linn County

By: ____________________________
Name: ____________________________
Title: ____________________________
Date: ____________________________
FEIN/Tax ID Number: ____________________________

Exhibits:
Exhibit A—Implementation Roles and Responsibilities

6/7/2019 1:35 PM

Statement of Work—Technology 12-1-18

Options to return signed contract:
1. DocuSign
2. Email: cropurchasing@rsmus.com
3. Fax: 877 281 9587
4. Mail: RSM US LLP, Attn: Client Resource Center, 201 First Street SE, Suite 800, Cedar Rapids, IA 52401
Exhibit A—Implementation Roles and Responsibilities

**Board of Supervisors**

**Executive Steering Committee**
- Executive Sponsor: Dawn Jindrich
- Linn County members TBD
- RSM Client Relationship Lead and Quality Assurance: Scott Hauser

**Program Management Office**
- Project Coordinator: Karen Helderscheit
- RSM Project Manager: TBD

**RSM Team**
- RSM Project Manager: TBD
- ERP Software and IT Advisor: Troy Rhodes
- Process and Change Facilitator: TBD
- NetSuite SME: (TBD As Needed)
- HRIS SME (Michael Shedek As Needed)
- Other Advisory Services

**GovSense Team**
- GovSense Relationship Lead
- GovSense Project Manager
- GovSense Consultants
- Adaptive Consultants
VACANCY FORM

SELECT ONE:

☐ NEW POSITION

☐ REPLACEMENT

REPLACES: ____________________________

☐ EXISTING JOB CLASSIFICATION

SELECT ONE:

☐ NEW JOB CLASSIFICATION

JOB TITLE: PT20 CUSTODIAN

DEPARTMENT: FACILITIES

SHIFT/HOURS: 5 P.M. - 9 P.M.

VACANCY DATE: JULY 1, 2019

NUMBER OF POSITIONS: 2

NEW POSITION FUNDING SOURCE(S):

☐ FACILITIES Budget Offer

REASON TO ADD NEW POSITION (if applicable):

☐ BUDGET OFFER

☐ GRANT FUNDING

☐ OTHER: ADDITIONAL HOURS FOR THE NEW HARRIS BLDG

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 20 # of hours/week ☐ TEMPORARY/SEASONAL

☐ ON-CALL/SUBSTITUTE ☐ GRANT-FUNDED

☐ BARGAINING UNIT: ☐ Clerical ☐ Maintenance ☐ Para Professional ☐ Professional

☐ Attorneys ☐ Conservation ☐ Sergeants ☐ PPME

☐ NON-BARGAINING UNIT (Management and Confidential Employees)

APPROVED BY: ____________________________

DEPARTMENT HEAD (original signature required)

DATE: 6/20/19

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: ____________________________

STARTING SALARY: ____________________________

HR DIRECTOR COMMENTS: ____________________________

FINANCE/BUDGET DIRECTOR COMMENTS: ____________________________

APPROVED BY: ____________________________

DATE: 6/20/19

APPROVED BY: ____________________________

DATE: 6/20/19

APPROVED BY: ____________________________

DATE: 6/20/19

APPROVED BY: ____________________________

DATE: 6/20/19

CHAIRPERSON/BOARD OF SUPERVISORS