Call to Order

Pledge of Allegiance

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

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

Reports


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

Receive and place on file the Veterans Affairs monthly report for June 2020.

Resolutions
Discuss a proposed resolution suspending taxes for five (5) Linn County resident as they are unable to contribute to the public revenue by reason of age, infirmity or both, pursuant to Code of Iowa, Section 427.8

Contract and Agreements

Approve and authorize Chair to sign a contract for services in the amount of $60,885 between Linn County Early Childhood Iowa Board and Linn County Board of Supervisors, on behalf of Linn County Community Services Child & Youth Development, for the Linn County Child Development Center, effective July 1, 2020 through June 30, 2021.

Approve and authorize Chair to sign a contract for services in the amount of $103,950 between Linn County Early Childhood Iowa Board and Linn County Board of Supervisors, on behalf of Linn County Community Services Child & Youth Development, for the Nurturing Parenting program, effective July 1, 2020 through June 30, 2021.

Approve and authorize Chair to sign an Assurance form to the Linn County Early Childhood Iowa Board assuring completion of required criminal history and child abuse record checks.
Award bid and authorize Bradley J. Ketels, County Engineer, to sign a contract and associated documents for LOST-WINSLOW RD(21), concrete paving from 133’ south of the Marion city limits to County Home Road, to Flynn Company, Inc. in the amount of $687,526.83 for the Secondary Road Department.

Approve and authorize chair to sign a contract for temporary security officer services in response to COVID-19 pandemic at three Linn County locations at $29.50 per hour.

Approve and authorize Chair to sign a Professional Services Agreement between Linn County and Dixon Engineering for the County Home Road water tower rehabilitation project for an estimated amount of $48,100.

Approve and authorize Chair to sign purchase order #5648 for $127,230.56 to Insight Public Sector for the first of three year annual maintenance agreement on Microsoft licensing for the IT Department.

Approve and authorize Chair to sign purchase order #5649 for $12,535.11 to Iowa Prison Industries (IPI) for beds, tables, linen and mattresses for the Access Center.

Approve and authorize Chair to sign purchase order #5650 for $81,378.14 to Phelan’s Interiors for furniture for the Access Center.

Approve and authorize Chair to sign purchase order #5652 for $14,381.00 to Century Laundry Distributing for a commercial grade washer for the Correctional Center.

Licenses & Permits

Approve Premises Update for the Indian Creek Nature Center to permit Ann Mahurin to serve alcohol during a graduation party on July 26, 2020.

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 authorize Chair to sign a 28E Agreement between the City of Cedar Rapids, City of Hiawatha, Linn County, City of Marion, and City of Robins for the Tower Terrace Road BUILD grant.

Approve a resolution establishing a face covering policy for persons in Linn County-owned facilities.

Discuss and decide on holding the July 22 Quarterly Employee Recognition Breakfast.

Discuss and decide protocols for meetings, meeting sizes, and the use of conference rooms

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
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.
July 8, 2020

RECORER'S QUARTERLY REPORT TO THE BOARD OF SUPERVISORS

I, Joan McCalmant, Recorder/Registrar of Linn County, Iowa, hereby certify the following fees collected by the Linn County Recorder's Office from April 1, 2020 through June 30, 2020:

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These fees were sent to the Linn County Treasurer’s Office on July 7, 2020 and are documented on Treasurer’s Receipt#1000071973.

Respectfully submitted,

Joan A. McCalmant
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LINN COUNTY TREASURER

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</table>

**Approved Budget** .......................................................... $616,727.00  
**Appropriated Budget** ....................................................... $548,811.00  
**Total Expended Year -To-Date** ........................................ $542,348.89  
**SS1 Reimbursement** ....................................................... 0  
**Budget Balance** ............................................................ 6,462.11
RESOLUTION
PETITION for SUSPENSION of FISCAL 2021 / ASSESSMENT 2019
PROPERTY TAXES

WHEREAS, the Linn County Board of Supervisors is this day presented with the attached petitions for suspension of taxes and/or special assessments pursuant to Section 427.8 of the Code of Iowa and;

WHEREAS, the properties for which assessments against these Petitioners are made lie within Linn County and;

WHEREAS, these Petitioners are unable to contribute to the public revenue by reason of age, infirmity, or both.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Supervisors, Linn County, Iowa, this date met in lawful session that the attached petitions be approved for the following Petitioners, parcels, and tax years:

<table>
<thead>
<tr>
<th>PETITIONER</th>
<th>PARCEL #</th>
<th>TAX YEARS</th>
<th>Special #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Iwanczuk, Eugene</td>
<td>14103-05036-00000</td>
<td>2019</td>
<td></td>
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<tr>
<td>McMenomy, Della</td>
<td>14203-80001-00000</td>
<td>2019</td>
<td></td>
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<tr>
<td>Null, Mary</td>
<td>13262-81002-00000</td>
<td>2019</td>
<td></td>
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<tr>
<td>Toles, Ann</td>
<td>CL8108</td>
<td>2021</td>
<td></td>
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<tr>
<td>Varvaris, Katherine</td>
<td>14143-83007-00000</td>
<td>2019</td>
<td></td>
</tr>
</tbody>
</table>

The Linn County Treasurer is ordered to suspend the collection of taxes assessed against these Petitioners, their polls or estates, for the above parcels for the above tax years as indicated.

Dated at Cedar Rapids, Linn County, Iowa, this _____ day of _____________, 2020.

LINN COUNTY BOARD OF SUPERVISORS

__________________________
CHAIRPERSON
AYE: 
NAY:  
ABSTAIN:

ATTEST: 

Joel Miller, Linn County Auditor

STATE OF IOWA     )
           ) SS
COUNTY OF LINN  )

I, Joel Miller, County Auditor of Linn County, Iowa, hereby certify that at a regular meeting of the said Board, the foregoing resolution was duly adopted by a vote of ____ aye, ____ nay and ____ abstained from voting.

________________________________________
Joel Miller

Subscribed and sworn to before me by the aforesaid on this _____ day of ______________________, 2020

________________________________________
NOTARY PUBLIC
STATE OF IOWA
FY 21 LINN COUNTY EARLY CHILDHOOD IOWA BOARD CONTRACT- Renew and Amend
Fund: School Ready General

This Contract Renew and Amend is between the Linn County Early Childhood Iowa (ECI) Board and Linn County Board of Supervisors on behalf of LCCS Child Development Center for Early Care and Education Supportive Services. Intent is to increase access to extended day and year high-quality Wraparound Care, for 3-5 year olds from eligible Linn County families, through financial support of provider expenses.

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: 1240 26th Avenue Ct SW, Cedar Rapids, IA 52404.
   Contact Person: ECI Director   Phone: #892-5721

1.2 Linn County Board of Supervisors (“Contractor”), on behalf of Linn County Child Development Center 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, Iowa 52404.
   Designated Contact Person: Gloria Witzberger   Phone: #319-892-5723

SECTION 2. DURATION OF CONTRACT- Renewal

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 Amendment to Deliverables- Operational:

   3.1.15. c: Delete this text: Provide 244 days of extended day extended year high-quality child care.
   Replace with: Provide up to 244 days of extended day extended year high-quality child care.

   3.1.1. m: Add this text: If Contractor encounters difficulty which threatens to impact Deliverables the Contractor shall use its best efforts to directly provide alternate, and to the extent possible, comparable performance. In this event the Contractor must provide notice to the Board in writing of the need to provide an alternative or comparable service.

3.2 Amendment to Outputs & Performance Measure Goals

   3.2.5: Delete and Replace with: % of families that receive an in-home visit or virtual home visit from Center staff: 100%

3.3 Amendment to Monitor and Review Clause: Section 3.3.1 is Deleted and replaced with:

   3.3.1 Progress Report Requirements
   The Contractor shall submit Quarterly Performance Reports, on the form provided by Early Childhood Iowa, via e-mail to designated ECI Staff. Quarterly Reports due dates are:
    Oct 15th, Jan 15th, April 15th, July 19th for 4th Qtr.

3.4 Amendment to Fiscal Requirements: NA

3.5 Amendment to Non-Exclusive Rights: NA

SECTION 4. COMPENSATION.

4.1 Amendment to Pricing: The Payment amount for FY 21 is updated to read:
   The Contractor will be paid for actual expenses in support of the approved Deliverables not to exceed $60,885 in School Ready General.

4.2 Amendment to Payment Clause: NA
4.3 Delay of Payment Due to Contractor’s Failure: NA

SECTION 5. Amendment to TERMINATION: NA

SECTION 6. Amendment to CONFIDENTIAL INFORMATION: NA

SECTION 7. Amendment to INDEMNIFICATION: NA

SECTION 8. Amendment to INSURANCE: NA

SECTION 9. Amendment to INTELLECTUAL PROPERTY, PATENT AND COPYRIGHT: NA

SECTION 10. Amendment to CONTRACT ADMINISTRATION: NA

**CONTRACT EXECUTION.**

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. 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 Contract and have caused their duly authorized representatives to execute this Contract.

<table>
<thead>
<tr>
<th>Contractor: Linn County Board of Supervisors for the Linn County Child Development Center</th>
<th>Board: Linn County Early Childhood Iowa</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature of Authorized Representative:</td>
<td>Signature of Authorized Representative:</td>
</tr>
<tr>
<td>Printed Name:</td>
<td>Printed Name:</td>
</tr>
<tr>
<td>Title:</td>
<td>Title: Chair</td>
</tr>
<tr>
<td>Date:</td>
<td>Date:</td>
</tr>
<tr>
<td>Federal Tax Id #:</td>
<td></td>
</tr>
<tr>
<td>Copy of County Self-Insurance is attached</td>
<td>☐</td>
</tr>
</tbody>
</table>
This Contract Renew and Amend is between the Linn County Early Childhood Iowa (ECI) Board and Linn County Board of Supervisors on behalf of the Family Transformation Services for the Nurturing Parent Program (NPP). Intent is to provide short term home visitation Family Support services to Linn County families with children under the age of six that meet the eligibility criteria of the State Early Childhood Iowa Tool FF.

SECTION 1.  IDENTIFICATION 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: 1240 26th Avenue Ct SW, Cedar Rapids, IA 52404.
   Contact Person: Chris Kivett-Berry, ECI Director  Phone: #892-5721

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, Iowa 52404.
   Designated Contact Person: Gloria Witzberger  Phone: #319-892-5723

SECTION 2.  DURATION OF CONTRACT- Renewal

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 Amendment to Deliverables:
   3.1.14: Delete and replace with- NPP staff, as specified by State ECI requirements, will satisfactorily pass the National Certification Exam-Iowa, by the state established deadline.
   3.1.17: Delete and replace with: Ensure compliance with content in current state ECI Family Support & Parent Education Tool FF @ https://earlychildhood.iowa.gov/
   3.1.18 m: Delete Coordinator and Replace with Program Supervisor.
   3.1.18 m: Add this text: If Contractor encounters difficulty which threatens to impact Deliverables the Contractor shall use its best efforts to directly provide alternate, and to the extent possible, comparable performance. In this event the Contractor must provide notice to the Board in writing of the need to provide an alternative or comparable service.

3.2 Amendment to Outputs & Performance Measure Goals: NA

3.2.8. f: Delete and Replace with: Average # of business days between date referral was received and 1st face to face or virtual client visit.

3.3 Amendment to Monitor and Review Clause: Section 3.3.1 is deleted and replaced with:
   3.3.1  Progress Report Requirements
   The Contractor shall submit Quarterly Performance Reports, on the form provided by Early Childhood Iowa, via e-mail to designated ECI Staff. Quarterly Reports due dates are:
   • Oct 15th, Jan 15th, April 15th, July 19th for 4th Qtr.

3.4 Amendment to Fiscal Requirements: NA

3.5 Amendment to Non-Exclusive Rights: NA

SECTION 4.  COMPENSATION.

4.1 Amendment to Pricing: The Payment amount for FY 21 is updated to read:
   The Contractor will be paid for actual expenses in support of the approved Deliverables not to exceed $103,950 in School Ready General.

4.2 Amendment to Payment Clause: NA
CONTRACT EXECUTION.

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. 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 Contract and have caused their duly authorized representatives to execute this Contract.

<table>
<thead>
<tr>
<th>Contractor: Linn County Board of Supervisors for the NPP Short Term Home Visitation</th>
<th>Board: Linn County Early Childhood Iowa</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature of Authorized Representative:</td>
<td>Signature of Authorized Representative:</td>
</tr>
<tr>
<td>Printed Name:</td>
<td>Printed Name:</td>
</tr>
<tr>
<td>Title:</td>
<td>Title: Chair</td>
</tr>
<tr>
<td>Date:</td>
<td>Date:</td>
</tr>
<tr>
<td>Federal Tax Id #:</td>
<td></td>
</tr>
<tr>
<td>Certificate of Self-Insured attached □</td>
<td></td>
</tr>
<tr>
<td>Assurance of Criminal/Child abuse record check attached □</td>
<td></td>
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</tbody>
</table>
RESOLUTION

WHEREAS, the Board of Supervisors, hereafter referred to as “the Board”, believes the LOST-WINSLOW RD(21), hereafter referred to as “the project” is in the best interest of Linn County, Iowa, and the residents thereof. The project is defined as concrete paving on Winslow Road from 133’ into Marion city limits to County Home Road; and

WHEREAS, the Board has sought appropriate professional guidance for the concept and planning for the project and followed the steps as required by the Code of Iowa for notifications, hearings, and bidding/letting; and

WHEREAS, The Board finds this resolution appropriate and necessary to protect, preserve, and improve the rights, privileges, property, peace, safety, health, welfare, comfort, and convenience of Linn County and its citizens, all as provided for in and permitted by section 331.301 of the Code of Iowa; and

IT IS THEREFORE RESOLVED by Board to accept the bid from Flynn Company, Inc. in the amount of $687,526.83 and awards the associated contract(s) to the same;

BE IT FURTHER RESOLVED that all other resolutions or parts of resolutions in conflict with this resolution are hereby repealed. If any part of this resolution is adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the resolution or action of The Board as a whole or any part thereof not adjudged invalid or unconstitutional. This resolution shall be in full force and effect from and after the date of its approval as provided by law; and

BE IT FURTHER RESOLVED by the Board of Supervisors of Linn County, Iowa, that after receiving the necessary contract documents, including but not limited to, the contractor’s bond and certificate of insurance, Bradley J. Ketels, the County Engineer for Linn County, Iowa, be and is hereby designated, authorized, and empowered on behalf of the Board of Supervisors of said County to execute the contracts in connection with the afore awarded construction project let through the DOT for this county.

Dated at Cedar Rapids, Iowa, this 15th day of July, 2020.

Board of Supervisors of Linn County, Iowa

___________________________________

___________________________________

ATTEST:

By ______________________________

County Auditor

SEAL
<table>
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<tr>
<th>Item Number</th>
<th>Description</th>
<th>Engineer's Estimate</th>
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<td>FLYNN COMPANY, INC.</td>
<td>CROEILL, INC.</td>
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<td>800 JULIEN DUBUQUE DR.</td>
<td>2010 KENWOOD AVE</td>
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<td>(ZIP 52003-7014)</td>
<td>NEW HAMPTON, IA 50659</td>
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<td>E &amp; F PAVING COMPANY, LLC</td>
<td>HORSFIELD CONSTRUCTION INC</td>
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<td>714 31ST AVE. S W</td>
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<td></td>
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<td>2209-8425055</td>
<td>TOPSOIL, STRIP, SAVAGE AND SPREAD</td>
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<td>2321-7450202</td>
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<td>TON 680.0</td>
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<td>2210-0475105</td>
<td>CHOE STONE BASE</td>
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<td>2210-0475290</td>
<td>MACADAM STONE BASE</td>
<td>TON 2,650.0</td>
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<td>PORTLAND CEMENT CONCRETE OVERLAY, FURNISH ONLY</td>
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<td>2310-5151551</td>
<td>PORTLAND CEMENT CONCRETE OVERLAY, PLACEMENT ONLY (WHITE Topping)</td>
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<td>$5.00</td>
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<td>2401-6745650</td>
<td>REMOVAL OF EXISTING STRUCTURES</td>
<td>LS 1.00</td>
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<td>2402-0425031</td>
<td>GRANULAR BACKFILL</td>
<td>TON 395.0</td>
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<td>2402-2720100</td>
<td>EXCAVATION, CLASS 20, FOR ROADWAY PIPE CULVERT</td>
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<td>2416-1180034</td>
<td>CULVERT, CONCRETE ROADWAY PIPE, 24 IN. DIA.</td>
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<td>2416-1180042</td>
<td>CULVERT, CONCRETE ROADWAY PIPE, 42 IN. DIA.</td>
<td>LF 56</td>
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<td>2510-6745850</td>
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<td>2518-6910000</td>
<td>SAFETY CLOSURE</td>
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<td>2527-9263117</td>
<td>PAINTED PAVEMENT MARKINGS, DURABLE</td>
<td>STA 148.18</td>
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<td>2528-8445110</td>
<td>TRAFFIC CONTROL</td>
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<td>2535-4980095</td>
<td>MOBILIZATION</td>
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<td>2601-2634100</td>
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<td>2601-2636043</td>
<td>SEEDING AND FERTILIZING (RURAL)</td>
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<td>2602-0003099</td>
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<td>2602-0010010</td>
<td>MOBILIZATIONS, EROSION CONTROL</td>
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<td><strong>Contract Totals</strong></td>
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<td>$664,263.56</td>
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</table>
Contract for Temporary Security Officer Services in Response to COVID-19 Pandemic

This Contract is made this 15th day of July, 2020 by and between Per Mar Security and Research Corp., an Iowa corporation ("Per Mar") and Linn County ("Customer") located at 935 2nd Street SW, Cedar Rapids, IA 52404. "Per Mar" and "Customer" may be referred to herein collectively as the "Parties" or individually as "Party" for Temporary Security Officer services at Customer's facility under the following terms and conditions:

WHEREAS, Customer desires to hire Per Mar for Temporary Security Officer services at the Customer's facility in response to the COVID-19 pandemic;

NOW, THEREFORE, for the consideration provided herein, the sufficiency of which is hereby acknowledged, Per Mar and Customer agree as follows:

1. **Scope of Work.** Without limiting responsibility of Per Mar for the proper conduct of the Security Officers and the protection of the protected property, the conduct of the Security Officers is to be guided by policy and rules agreed upon between Client and Per Mar; and such other special written instructions applicable to the services as may be agreed upon by the parties from time to time. Refer to "Exhibit 1" for a non-definitive list of duties.

2. **Direct Supervision.** Per Mar is responsible for the direct supervision of its Security Officers through its designated agent at the premises to which this contract relates and such agent will in turn be available at all reasonable times to report and confer with the designated agent of the Client with respect to the services.

3. **Qualified Employees.** Per Mar agrees that the protection services covered by this contract shall be performed by qualified employees in conformity with practices current in the security industry. Per Mar further agrees that, upon request from Client, Per Mar will remove from service hereunder any of its employees who, in Client’s opinion, has displayed unacceptable conduct, as quickly as a qualified replacement is available.

4. **Employees of Per Mar.** All personnel required for the performance of this agreement shall be employees of Per Mar, and Per Mar shall be responsible for the payment of compensation, payroll taxes (federal, state and local), worker’s compensation and liability premiums. Where required, Per Mar shall be responsible for the furnishing of uniforms and identification badges.

5. **Rates and Hours of Service.** Customer will pay Per Mar $29.50 per hour. Hours of service will be as mutually decided. Monday Through Friday at three Linn County locations. Start date and duration TBD. Per Mar will need two weeks notice at minimum to secure staff. Failure to provide this notice may result in delayed coverage.

6. **Payment Terms.** Per Mar’s invoices are payable within fifteen (15) days, without deduction or offset of any kind or nature whatsoever. Per Mar shall invoice Customer for services weekly. Client agrees to pay Per Mar interest at one and one-half percent (1 1/2%) per month or such maximum amount as permitted by law, whichever is less, on any invoice not paid within thirty days of invoice date. In the event Per Mar incurs costs associated with enforcing this, the costs, including attorney’s fees, will be paid by the Customer.

7. **Term.** This Contract shall remain in force until and unless canceled by either party upon the provision of 7 days written notice by the Party seeking to cancel the Contract to the other Party.
8. **Integration.** This Contract is intended by the Parties as an expression of their agreement and as a complete and integrated statement pursuant to the terms and conditions contained herein. Notwithstanding any other contract, agreement, policy, rule, or instruction, written or otherwise, between the Parties, the terms and conditions contained in this Contract shall govern any possible contradictory term or condition or understanding between the Parties with respect to the subject matter herein.

9. **Defense and Indemnity.**
   a) Customer shall indemnify, protect and save Per Mar, its affiliated companies, partners, joint ventures, representatives, members, designees, officers, directors, shareholders, employees, agents, successors, and their assigns (individually and/or collectively "Indemnified Parties") harmless from and against any and all liability, claims, actions, lawsuits, administrative actions and charges, loss, damage, cost and expenses, including reasonable attorney fees, which the Indemnified Parties may incur as a result of or in connection with or arising out of this Contract together with but not limited to Per Mar’s performance of Temporary Security Officer services at Customer’s facility(ies), and this indemnity shall include expressly, but not be limited to, any claims that Per Mar or the Indemnified Parties is/are a “joint employer” with Customer or any other third party for purposes of any state or federal statute, and any claim or liability, including tort claims, from any employee of the Customer or other third party.
   b) Except as provided for in Paragraph 6 c), the Parties expressly intend for the indemnity obligation provided herein to apply for any event or activity occurring or arising out of Per Mar’s provision of the services described herein regardless of when the claim, action, loss, damage, cost or expense may be brought or occur.
   c) Notwithstanding anything herein to the contrary, Customer shall not indemnify, protect and save Per Mar or the Indemnified Parties harmless from any liability, claim, action, loss, damage, cost or expenses, including reasonable attorney fees, which may be incurred by Per Mar or Indemnified Parties as a result of Per Mar’s or Indemnified Parties intentional or willful misconduct as determined by a court of competent jurisdiction.
   d) In the event Per Mar or the Indemnified Parties receives a claim or is notified in writing of a potential claim, Per Mar or the Indemnified Parties shall notify Customer and tender such claim to Customer within seventy two (72) hours of Per Mar’s or Indemnified Parties’ receipt or first knowledge of a claim or a potential claim. Customer then shall have the obligation to defend Per Mar and the Indemnified Parties through counsel acceptable to Per Mar and the Indemnified Parties.
   e) This indemnity obligation of Customer shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of each of the parties hereto.

10. **Insurance.** Prior to Per Mar’s performance of any obligation or duty under this Contract, Customer must provide to Per Mar certificates of insurance showing that Customer has insurance coverage for itself and its employees, agents, and subcontractors. Customer’s insurance must provide adequate coverage for any worker’s compensation obligations and/or employer’s liability, with a limit of at least $100,000.00. Customer’s commercial general liability policy must name Per Mar as an additional insured on a primary and non-contributory basis. Customer’s commercial general liability policy must have a per-occurrence limit of at least $1,000,000.00 and an aggregate limit of at least $2,000,000.00. Coverage must be afforded to Per Mar as an additional insured whether or not a claim is in litigation. Each certificate of insurance must provide that Customer’s insurer must give to Per Mar written notice of cancellation and/or termination of Per Mar’s coverage at least 30 days prior thereto. At least one week prior to the expiration, cancellation or termination of any insurance policy required by this Contract, Customer must give to Per Mar new or replacement certificates of insurance and additional insured endorsements.

11. **Choice of Law.** This Contract shall be construed and interpreted in accordance with the laws of the State of Iowa without regard to its choice of law principles.

Per Mar Security and Research Corp. 
By: 
Name: Justin Ellyson 
Title: Operations Manager 
Date: 

Linn County 
By: 
Name: 
Title: 
Date: 
Contract for Temporary Security Officer Services in Response to COVID-19 Pandemic
Exhibit 1

The following is a representative, non-definitive list of duties Per Mar security officers will perform under the Scope of Work section of the Contract for Temporary Security Officer Services in Response to COVID-19 Pandemic by and between Per Mar Security and Research Corp. and Linn County, Iowa. The duties include, but are not limited to:

- Monitor designated building entrances to prevent unapproved entry into buildings.
- Monitor appointment schedules to prevent unapproved entry into buildings.
- Oversee admission process to prevent unapproved entry into buildings.
- Complete COVID-19 screening off all building visitors (not including employees).
- Ensure compliance with Linn County face covering policy.
- Provide line management/crowd control.
- Provide directions within buildings as requested.
- Perform routine patrols as time allows.
- Report suspicious or disorderly activity to law enforcement.
AGREEMENT BETWEEN OWNER AND DIXON
FOR PROFESSIONAL SERVICES

THIS IS AN AGREEMENT effective as of: ____________________________ ("Effective date") between Linn County, Cedar Rapids, Iowa ("Owner") and Dixon Engineering, Inc. of Lake Odessa, Michigan (DIXON).

IN WITNESS WHEREOF, the ("Owner") and ("DIXON") have executed this Agreement. The Owners Project, of which DIXON’s Services under this Agreement are a part, is generally identified as follows: Technical Specifications, Contract Documents, Project Administration, Pre-bid Meeting, Preconstruction Meeting, Progress Meetings, Weld Observation, Wet Interior, Exterior, and Pit Piping Coating Observation, One (1) Year ROV Warranty on the 60,000 Gallon Cone Roof ("Project").

Other terms used in this Agreement are defined in EXHIBIT GP and EJDC C-700-18®, Standard General Conditions of the Construction Contract, incorporated by reference into this Agreement.

This service fee is the Estimated Amount $48,100.

Proposals / Agreement Signatures

Tim Wilson, Project Manager

PROPOSED by DIXON (Not a contract until approved by Project Manager or Officer) PROPOSAL DATE

June 2, 2020

CONTRACT APPROVED BY OWNER POSITION DATE

Co SIGNATURE (if required) POSITION DATE

AGREEMENT APPROVED by DIXON POSITION DATE

7/9/2020

With the execution of this Agreement, DIXON and Owner shall designate specific individuals to act as DIXON’s and Owner’s representatives with respect to the services to be performed or furnished by DIXON and responsibilities of Owner under this Agreement, said individual shall have authority to transmit instructions, receive information, and render decisions relative to this Agreement on behalf of the respective party whom the individual represents.

Designated Person: Darin Gage
Address for Owner’s receipt of notices:
Linn County
935 Second St. SW
Cedar Rapids, IA 52404
Email: darrin.gage@lncounty.org

Designated Person: Tim Wilson
Address for DIXON’s receipt of notices:
Dixon Engineering, Inc.
4811 S. 76th St, Suite 109
Greenfield, WI 53220
Email: tim.wilson@dixonengineering.net

Any notice required under this Agreement shall be in writing, addressed to the Designated Contract Person at its address on this signature page, or given personally, or by registered or certified mail postage prepaid, or by a commercial courier service. All notices be shall effective upon the date of receipt.
Owner and DIXON further agree as follows:

ARTICLE 1 SERVICES OF DIXON

1.01 DIXON shall provide or cause to be provided:
   A. Contract and Project Management (Basic)Services: EXHIBIT A Part 1
   B. Resident Project Representative (RPR): EXHIBIT A Part 1
   C. Other Services: Services beyond the scope of Exhibit A are Additional Services.

ARTICLE 2 OWNER’S RESPONSIBILITIES

2.01 Owner shall provide or cause to be provided:
   A. Responsibilities set forth in Exhibit A, Part 1, Section C of each phase.
   B. Owner shall arrange for safe access to and make all provisions for DIXON to enter upon public and private property as required for DIXON to perform services under the agreement.

ARTICLE 3 SCHEDULE FOR RENDERING SERVICES

3.01 Commencement:
   A. DIXON is authorized to begin rendering services as of the Effective Date or mutually agreeable date.
   B. DIXON shall complete its obligations within a reasonable time. If a specific period of time for rendering services, or specific dates by which services are to be completed are required, the dates are provided in Exhibit A, and are hereby agreed to be reasonable.

ARTICLE 4 INVOICES AND PAYMENTS – PER EXHIBIT C

ARTICLE 5 OPINIONS OF COST – GENERAL PROVISIONS PER EXHIBIT GP

ARTICLE 6 GENERAL PROVISIONS PER EXHIBIT GP

ARTICLE 7 DEFINITIONS

A. Whenever used in this Agreement (including the Exhibits hereto) terms (including the singular and plural forms) printed with initial capital letters have the same meanings indicated in the Construction Contract Documents, EJCDC C-700 18.

B. Additional definitions pertinent to invoicing or payment can be found in Exhibit C.

ARTICLE 8 EXHIBITS AND SPECIAL PROVISIONS

A. EXHIBITS Included:
   1. EXHIBIT A, DIXON’s Services and Owner’s Responsibilities.
   2. EXHIBIT C, Basis of Fees, Invoicing, and Payment Matters.
   3. EXHIBIT C, Attachments C-1 and C-2.
   4. EXHIBIT GP, General Provisions from the Agreement and Exhibits.
   5. EXHIBIT I, Insurance and Limits of Liability.

B. EXHIBITS to be added as needed:
   1. EXHIBIT J, Special Provisions. Services added at/before Effective date (included in original Agreement sometimes referred to as an Addendum).
   2. EXHIBIT K, Amendment to Owner-DIXON Agreement for Services added or changed after effective date of this Agreement or for clarification if requested.

C. EXHIBITS B, D, F, and H merged with other Exhibits or not used.
ARTICLE 9 MISCELLANEOUS PROVISIONS

9.00 Items that pertain to the legal terms of this Agreement. All General Provisions from Article 6 are in Exhibit GP. Those provisions refer mostly to services that result from this Agreement.

9.01 Survival:
   A. All express representations, waivers, indemnifications, and limitations of liability included in this Agreement will survive its completion or termination for any reason.

9.02 Severability:
   A. Any provision or part of the Agreement held to be void or unenforceable under any Laws or Regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner and DIXON, which agree that the Agreement shall be reformed 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.

9.03 Successors, Assigns, and Beneficiaries:
   A. Owners and DIXON are hereby bound, and the successors, executors, administrators, and legal representatives of Owner and DIXON are hereby bound to the other party to this Agreement and to the successors, executors, administrators, and legal representatives (and said assigns) of such other party, in respect of all covenants, agreements, and obligations of this Agreement.
   B. Unless expressly provided otherwise in this Agreement:
      1. Nothing in this Agreement shall be construed to create, impose, or give rise to any duty owed by Owner or DIXON to any Contractor, other third-party individual or entity, or to any surety for or employee of any of them and not for the benefit of any other party.
      2. All duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of Owner and DIXON and not for the benefit of any other party.

9.04 Waiver:
   A. A party’s non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this agreement.

9.05 Accrual of Claims:
   A. To the fullest extent permitted by Laws and Regulations, all causes of action arising under this Agreement shall be deemed to have accrued, and all statutory periods of limitation shall commence, no later than the date of Substantial Completion.

9.06 DIXON’s Certifications:
   A. DIXON certifies that it has not engaged in corrupt, fraudulent, or coercive practices in competing for or in executing the Agreement.

9.07 Total Agreement:
   A. This Agreement, (together with the included Exhibits) constitutes the entire agreement between Owner and DIXON and supersedes all prior written or oral understandings. This agreement may only be amended, supplemented, modified, or canceled by a written instrument duly executed by both parties. Amendments should be based, whenever possible, on the format of Exhibit K.
DIXON'S SERVICES AND OWNER'S RESPONSIBILITIES

Article 1 and 2 of the Agreement is supplemented to include the following agreement of the parties:
DIXON shall provide Contract and Project Management (BASIC) Services, and Resident Project Representative (RPR).

DIXON has combined the six construction project phases into four phases; Design or Technical Specification Phase, Contract Document and Bidding Phase, Construction Phase, and Post Construction Phase. We then included DIXON’s Basic Services, RPR Services, and Owner’s responsibilities for each respective phase.

PART 1

A1.01 Design Phase – Technical Specifications:

A. Basic Services:
   1. In preparing the Technical Specifications, use Design, Bid, Build Project Strategy.
   2. DIXON shall prepare Technical Specifications and Drawings to include:
      a. Additions to General Conditions of Construction Contract relevant to coating projects.
      b. Specifications and Drawings for Health, Safety and Structural Repairs if any.
      c. Specifications for Coating Repair or Replacement.
   3. Advise Owner of additional reports, data, information, or services which may be necessary, and assist Owner in obtaining such materials.
   4. Furnish two review copies of the Design Phase documents, to Owner, and review those documents with Owner.
   5. After receipt, Owner shall review the Design Phase documents and submit to DIXON any comments regarding the furnished items within two weeks of receipt or as mutually agreed.
   6. Advise Owner of any recommended adjustments to the opinion of probable Construction Cost.
   7. In response to Owner’s comments, as appropriate, make revisions and furnish to Owner one electronic copy of the revised Design Phase documents.
   8. DIXON’s services under the Design Phase will be considered complete on the date when DIXON has delivered to Owner the revised Technical Specifications.

B. Design Phase – RPR Services--None

C. Design Phase – Owner’s Responsibility:
   1. Provide DIXON with all criteria and full information as to Owner’s requirements for the Project, including design objectives and constraints and upon DIXON’s request, obtain, and furnish, such additional Project-related information and data as is reasonably required to enable DIXON to complete its Services.
   2. Give instructions to DIXON regarding Owner’s procurement of construction services including instructions regarding Notice of Bids, Information for Bidders, Owner’s construction contract practices and requirements, insurance and bonding requirements, requirements for electronic transmittals during construction, other information necessary for the finalization of Owner’s bidding-related documents, and Construction Contract Documents.
   3. Owner shall be responsible for all requirements and instructions that it furnishes to DIXON pursuant to this Agreement. DIXON may use and rely upon such requirements, materials, and information in performing or furnishing services under this Agreement, subject to any express limitations or reservations applicable to the furnished items.

A1.02 Bidding and Contract Document Phase:

A. Basic Services:
   1. Provide technical criteria and file applications for permits for approvals of governmental authorities having jurisdiction to review or approve the design; and revise the Technical Specifications in response, as appropriate.
2. Include in the Construction Contract Documents any specific protocols for the transmittal of Project-related correspondence, documents, in electronic media or digital format. Any such protocols shall be applicable to transmittals between and among Owner, DIXON, and Contractor during the Construction Phase and Post-Construction Phase.
3. Prepare and submit to Owner for compliance with local state and municipal requirements:
   a. Section 00 00 30 Notice to Bidders.
   b. Section 00 00 40 Project Summary.
   c. Section 00 02 00 Instructions to Bidders.
   d. Section 00 07 00 General Conditions as modified by DIXON. EJCDC C-700-18. If Owner elects to use their own documents, then supply Additions to General Conditions.
   e. Section 00 08 00 Supplemental Conditions to include insurance requirements furnished by Owner.
   f. Section 00 04 10 Bid/Agreement Form as modified by DIXON.
   g. Section 00 43 73 Schedule of Values Form.
4. Furnish for review by Owner, its legal counsel, insurance and other advisors, the draft bidding-related Bid Documents and review them with Owner. Owner shall submit to DIXON any comments regarding the furnished items, and any instructions for revisions.
5. Revise the final Bid Documents and Specifications in accordance with comments and instructions from the Owner, as appropriate, and submit one electronic copy of revised documents to Owner.
6. Direct mail advertisements to Contractors who have been prequalified; as capable and responsive by DIXON.
7. Issue assembled Bid Documents to prospective contractors, and, where applicable, maintain a record of prospective contractors to which documents have been issued, and receive and process contractor charges for the issued documents. Document Fees: charges will be retained as a printing, handling, and/or shipping fee.
8. Send Bid Documents to selected Builders Exchanges and Dodge Reports.
9. Attend and document, pre-bid meeting, if any, and issue Addenda if clarifications required.
10. Address all written submitted questions, by letter or clarifying Addendum as appropriate to all Bidders and Agencies (Builders Exchange and Dodge Reports) identified as having received original documents from DIXON.
11. Attend and document bid opening, create bid tabs and notify bidders of results after authorization of Owner.
12. Review the bids submitted to the Owner and recommend award in writing based on lowest responsible and responsive bidder.
13. If Owner agrees, issue Notice of Award to recommended Bidder.
14. Review bonds and insurance submitted by selected Contractor solely as to compliance with insurance amounts and that bonds are of the format required. Insurance and Bonds are forwarded to Owner for full review by their Insurance Consultant.
15. Furnish Owner and Contractor the Contract Documents for signatures and distribution. (One signed copy to Owner, one to Contractor and one to DIXON).
16. Furnish Owner with completed Notice to Proceed to sign and forward to the Contractor.
17. The Bidding and Contract Documents Phase will be considered complete upon issuance of Notice to Proceed.

B. Bidding and Contract Document Phase-RPR Services-None.
C. Bidding and Contract Documents Phase-Owner Responsibilities
   1. Use, unaltered, the Contract Documents provided by DIXON when entering into an agreement with the Contractor. DIXON will not unreasonably withhold a request to alter the document. If Owner elects to use their own General Conditions, then they shall include DIXON’s Additions to General Conditions, unaltered unless both parties agree to alteration.
   2. Place and pay for advertisement for Bids as required by local ordinances in appropriate publications, method of advertising is to be determined by the Owner.

Agreement
Exhibit: A, C, GP, I
Owner: Linn County
Contract No: 15-59-01-01
3. Attend and participate in the pre-bid conference if any. Provide a place for the bid opening and open the Bids received.
4. Review Payment and Performance Bonds, and insurance certificates of selected Contractor. These should be reviewed by the Owner’s insurance consultant and attorney for legality and compliance with required indemnification, subrogation, amounts and all other insurance matters.
5. Sign and forward to the Contractor the Notice to Award and Notice to Proceed. These Notices will be supplied to Owner by DIXON.

A1.03 Construction Phase:
A. Basic Services:
1. DIXON will consult with Owner and act as Owner’s representative as provided in the Construction Contract. The extent and limitations of the duties, responsibilities, and authority of DIXON shall be as assigned in EJCDC C-700-18 Standard General Conditions of the Construction Contract.
2. All of Owner’s instructions to Contractor will be issued through DIXON, which shall have authority to act on behalf of Owner in dealings with Contractor to the extent provided in this Agreement: and the Construction Contract except as otherwise provided in writing.
3. Engineer or RPR has authority to Stop Work if Engineer or RPR questions the quality of Work or rejects the Work, or if there (in the sole opinion of Engineer or RPR) a potential for creating an environmental contamination.
4. Finalize Project to observe all items in the contract specifications have been completed and review the quality of workmanship.
5. Duration of Construction Phase: The Construction Phase will terminate upon written recommendation by DIXON for final payment to Contractors.

B. RPR Services for Maintenance of Existing Structures
1. Perform services expected of DIXON RPR and as detailed in the EJCDC Construction Contract General Conditions, GC-700-18.
2. Attend a Preconstruction Meeting, and address questions regarding observation services and coordination of field observations.
3. Attend Progress Meetings when needed.
4. Hold Point: General:
   a. Hold Point is a stage of the Construction Project where the Contractor stops Work. Work commences again after the Work is observed and reviewed for compliance.
4. Hold Point: Weld/Modifications- Observe, Record, Report, and:
   a. Observe repair, and or the installation of work for specifications compliance. All weld repairs will be visually observed for surface defects (i.e. undercut, negative reinforcement, non-fusion, etc.).
6. RPR Services - Full Time: All services are project dependent and not required daily.
   a. Perform services detailed in the EJCDC C-700-18 General Conditions.
   b. Review Contractor’s crew size and equipment for ability to meet specification requirements and time constraints.
   c. Review abrasive and coating materials for approved manufacturers.
   d. Measure surface profile created by abrasive blast cleaning by compressive tape or surface comparator.
   e. Observe abrasive blast cleanliness for specification requirements using SSPC Visual Standards.
   f. Review coating mixing, thinning, and manufacturer’s application requirements.
   g. Monitor environmental conditions prior to and during coating application (i.e. ambient temperature, surface temperature, relative humidity, and dew point with shading).
   h. Observe wet interior using high/low voltage holiday detection per AWWA D102 latest edition.
i. Observe applied coating for dry film thickness, coverage, uniformity, and cure.
j. All services are project dependent and not required daily.
k. Collect appropriate samples for pre-disposal laboratory testing.
l. Prepare daily observer reports detailing above mentioned items and daily progress.
m. Prepare punch lists for Project Manager and follow through until punch list specified
Work's completed.

7. Hold Point Project Finalization:
   a. Review all repairs not installed until after coating.
   b. Examine entire project for damage that occurred during construction or post construction
      from rigging and de-rigging or other causes.
   c. Observe the installation of screens, light bulbs, etc.
   d. Observe Site for restoration to pre-project conditions.
   e. Formulate a punch list of items to complete.
   f. Create a second punch list if needed before finalization.
   g. Finalize the project to assure all items in the contract specifications have been completed,
      and the quality of workmanship meets contract requirements.

8. Full Time observation involves minimum number of hours in a day and in a week. See Exhibit
   C for a more thorough review of invoicing and minimal hours for Full Time RPR services.

C. Construction Phase - Owner’s Responsibilities:
   1. Inform DIXON in writing of any specific requirements of safety or security programs that are
      applicable to DIXON, as a visitor to the Site.
   2. Attend and participate in the Preconstruction conferences, construction progress and other job-
      related meetings, and Site visits to determine Substantial Completion and readiness of the
      completed Work for final payment.
   3. If Owner, or Owner and Contractor, modify the duties, responsibilities, and authority of
      DIXON in the Construction Contract, or modify other terms of the Construction Contract
      having a direct bearing on DIXON, then Owner shall compensate DIXON for any related
      increases in the cost to provide Construction Phase services.

A1.04 Post Construction Phase:
A. Basic Services:
   1. One Year Warranty Observation - ROV and Exterior:
      a. Review all wet or dry interior surfaces for corrosion and/or damage, qualify and quantify
         damage for repairs. All coating repairs needed are to be quantified by extrapolation of a
         measured area and compared with warranty requirements.
      b. Observe the exterior coating and quantify damages.
      c. Review all repairs completed during Construction Phase.
      d. Review all exterior appurtenances for damage due to corrosion or construction.
      e. Review exterior of the exposed foundations.
      f. Review all health aspects of the tank, including screening of the vent, overflow pipe, and
         other possible contamination sources.
      g. Prepare a report documenting all items found that meet or fail to meet warranty
         requirements and recommendations for repair. The report will be letter format.

1. Warranty Failure - When observation has determined that warranty requirements were not met
then DIXON will:
   a. Together with Owner, visit the Project to observe any apparent defects in the Work if
      requested, make recommendations as to replacement or correction of defective Work, or
      the need to repair any damage to the Site or adjacent areas, and assist Owner in
      consultations and discussions with Contractor concerning correction of any such defective
      Work and any needed repairs.
b. If warranty repair is required provide letter as notice of rejection to Owner so that they may forward to Bonding Company. Notice of rejection may be all inclusive or limited to specific area.

c. Provide RPR services during any required correction of any work not meeting requirements of one-year warranty observation.

d. Extend contract an additional year and repeat warranty services if repairs warrant a second repair period.

2. The Post-Construction Phase services may commence during the Construction Phase and, if not otherwise modified in this EXHIBIT A, will terminate thirteen months after the commencement of the Construction Contract’s correction period.

B. Post Construction Phase – RPR Services

1. Detailed above if repairs are needed.

C. Post Construction Phase - Owner’s Responsibilities:

1. Warranty Observation - ROV Observation:
   
a. Fill the tank to overflow or higher capacity and isolate it from the system during the ROV observation, or as a minimum, maintain positive flow (No water withdrawal from tank).

b. Perform chlorine residual and bacteriological testing after completion of observation.

A2.01 ADDITIONAL SERVICES

A. Any service not listed or referenced above in Part 1 will be considered an Additional Service.

1. All additional requested services and associated fees shall be documented by an Exhibit K, Contract Amendment signed by both parties.
BASIS OF FEES, INVOICING AND PAYMENT

General Provisions of Article 4 of the Agreement has been moved to this EXHIBIT C:

Part 1  BASIS OF FEES

C1.00 Owner’s Responsibility:
A. Owner shall pay DIXON for Basic (Project Management and Contract Administration), Resident Project Representative (RPR), and Additional Services as detailed below and as summarized in Attachment 1 to EXHIBIT C. (Exhibit C-1).

C1.01 Basis:
A. Hourly rates of DIXON’s employee are per classification in the Standard Hourly Rate and Reimbursable Expense Schedule included in this Exhibit C as Exhibit C Attachment 2. (Ex C-2) A classification that has a range of fees, reflects varying levels of experience within that classification. DIXON reserves the right to select the level of RPR and classification. This decision is at DIXON’s discretion only and will be dependent primarily on experience with Owner selected Contractor as well as other factors.
   1. Reimbursable expenses are those expenses directly related to and resulting from this Project. These expenses are primarily living expenses and mileage.

C1.02 Methods of Rate Calculation and Definitions including Limitations:
A. Standard Hourly Rate (SHR) Method: An amount equal to the cumulative hours charged to the Project by each classification of DIXON’s personnel, times Standard Hourly Rates and Overtime rates for each applicable billing classification. (Exhibit C-2)
   1. The SHR method may be used for all services. It is more commonly used on portions of various Phase Services where scheduling and speed are controlled by the Contractor or unforeseen project expenses. (Phase 3 Construction, Basic, and RPR services, and for Additional Services during all phases. Overtime rates apply on weekends, holiday, and over 40 hours per week. When accounting for the 40 hours it applies over 40 hours worked between Monday and Friday, weekend rates are already at Overtime rate. Holiday pay also does not contribute toward the accounting for 40 hours.)
   2. The SHR charged by DIXON constitutes full and complete compensation for DIXON services including labor costs, overhead, and profit but not Reimbursable Expenses.
   3. The Standard Hourly Rates per employee classification listed in Attachment C-2 do not include reimbursable expenses. The estimated Reimbursable Expenses are NOT calculated and averaged over the classification rate.
      a. The estimator calculates the number of days a project is expected to require and calculates manpower required to match number of hours and services required.
      b. The estimator then calculates Reimbursable Expenses based on the same criteria.
      c. Both the total manpower estimate, and Reimbursable Expenses total estimate are added.
         And the total estimate is included in the fee schedule shown in Attachment C-1.
B. Lump Sum (LS) Method: One agreed fee for completing an agreed defined scope of services. The Lump Sum Method fee charged by DIXON constitute full and completed compensation for DIXON’s services including labor costs, overhead, and profit, and reimbursable expenses.
C. The Lump Sum Method is more commonly used by DIXON for portions of the Phases where DIXON has control over a greater percentage of unknowns, such as the Technical Specifications, Bidding and Contract Documents, and Post Construction Phases excluding fees for Additional Services.
   1. DIXON may use a Lump Sum for the entire project.
D. Unit Price (UP) Method: Can be considered individual Lump Sum amounts. Reimbursable expenses are calculated and included in Unit Price methods.
   1. The Unit Price Method is used when DIXON completes Hold Point Observations, Project Progress or Preconstruction Meetings, known, controlled portions of the Contract and unknown Post Construction (Additional Services).
   2. Exhibit J Amendment: If Amendment changes Scope of Services then Additional Services may be negotiated Lump Sum or Standard Hourly Rate Method.
   2. Exhibit K Addendum: Addenda items (if any) may be negotiated according to any agreed method.
   3. Subconsultants or Subcontractor Service Fees are not included in the SHR, LS, or UP methods. DIXON will invoice for Subconsultant’s or Subcontractor’s actual invoiced amount times a factor of 1.20. The 1.20 factor includes DIXON’s overhead and profit associated with DIXON’s responsibility for the administration of such services.

E. Not every Method of Rate Calculation may be used in this or any Contract, but every contract may be amended by using Exhibit K. If additional Work proposed in Exhibit K involves a different Method of Rate Calculation, it will be clearly defined herein.

C1.03 Definitions including Limitations:
A. Basic Services to be performed are identified as Basic Services in Exhibit A, or by reference, in the General Conditions (GC-700-18) of the Owner/Contractor Construction Documents. Basic Services are generally calculated using the SHR method. These services are contracted services and thus are prior authorized.

B. RPR Services contractually agreed services per Exhibit A or by reference, in the General Conditions (GC-700-18) of the Owner/Contractor Construction Document RPR services. These services are primarily observation during the Construction phase. RPR Services are generally calculated using the SHR method for Full Time or Daily services and by Unit Price for Hold Point Observations. Often a Contract for RPR services involves a combination of the SHR and the Unit Price method. These are contracted services and thus are prior authorized.

C. Contingent Services some services are Basic to every contract such as Preconstruction Meeting and review of Final Pay Request. Other Basic Services and the Project Manager’s time associated with them are unknown. Some services are not used on all projects, such as review of multiple Pay Requests, Change Orders, Field Orders, and Work Change Directives. These are services which may or may not be needed, and thus Contingent. Contingent Services are generally calculated using the SHR method but may be Lump Sum or Unit Price method. These are contracted services and thus are prior authorized.

D. Additional Services are services outside of the Scope of Services as defined in Exhibit A. These are NOT contracted services and prior authorization in the form of Exhibit K- Addendum to Agreement is required. The calculation of fees is Work dependent and may be calculated by the SHR method, or Lump Sum or Unit Price.

E. Antenna Services are defined in Ex B and authorized by Exhibit K – Antenna Addendum. The calculation of the services is usually a combination of Unit Price and SHR methods. These are contracted services (by addendum) and thus are prior authorized.

C1.04 Fees:
A. Contracted Fees are detailed in this Exhibit C Attachment 1.
B. Contingency Allowance Fees if identified or requested, are intended to allow the flexibility to continue the Project and Services, without the need for an Addendum for additional fees. Contingent Fees may be transferred within the Project Phase or transferred to other project Phases as needed. Transfer does not require prior authorization. It is intended that any fees in this Contingency be used when other accounts are exhausted or minor Additional Services are required. Contingency fees unused will not be invoiced. Basic and/or RPR Fees may be increased to accomplish the same benefits of a Contingency Allowance.
C. Set-Off Fees contractual Set-off: (Applies to Construction and Post Construction Phases only) as defined in the Technical Specifications and General Conditions of the Owner/Contractor Contract, is a Contractually agreed remedy for small violations or nonadherence of the Contract terms which result in extra or unnecessary expenses to the Owner. The cost for these unnecessary expenses are not foreseen and cannot be calculated. They are the same SHR or Unit Price method, that had the service been necessary would have been invoiced to Owner. These services generally do not require prior approval of Owner, because they are required in the administration of the Contract. Set-off fees are invoiced to the Owner, who pays DIXON. The Owner can then Set-off these charges from amounts owed to the Contractor.

1. A few examples of Set-off fees are when the Owner has incurred extra charges or engineering costs related to:
   a. Excessive submittal review,
   b. Excessive evaluations of proposed substitutes,
   c. Tests and inspections, or return Hold Point Observations to complete Field Work that were determined to be a failed inspection and,
   d. Work is defective, require correction or replacement including additional inspection costs.

2. Set-off is only used during the Construction and Post Construction Phases where additional Observation or engineering services are required to correct failed Work.

C1.05 Estimated Fee:
A. The SHR Method of Rate Calculation is an estimate. The SHR Method is prepared based on extensive experience and is intended to be conservative.

1. Calculating SHR includes, DIXON's estimate of the amounts that will become payable for specified services are only estimates for planning purposes, are not binding on the parties, and are not the minimum or maximum amounts payable to DIXON under the agreement.

2. When estimated compensation amounts have been stated herein and it subsequently becomes apparent to DIXON that the total compensation amount thus estimated will be exceeded, DIXON shall give Owner notice thereof, allowing Owner to consider its options, including suspension or termination of DIXON's services for Owner's Convenience. Upon notice, Owner and DIXON promptly shall review the matter of services remaining to be performed and compensation for such services. Owner shall either exercise its right to suspend or terminate DIXON's services for Owner's convenience, agree to such compensation exceeding said estimated amount, or agree to a reduction in the remaining services to be rendered by DIXON, so that total compensation for such services will not exceed said estimated amount when such services are completed. If Owner decides not to suspend DIXON's services during the negotiations and DIXON exceeds the estimated amount before Owner and DIXON have agreed to an increase in the compensation due DIXON or a reduction in the remaining services, then DIXON shall be paid for all services rendered hereunder.

3. The requirements of minimum work hours and weeks shall remain in effect through negotiations and the minimum requirements of these paragraphs are not negotiable. An RPR is a professional, and if he remains on Site, he is guaranteed the minimum number of hours. Negotiations may Full Time or Daily RPR to Hold Point Observation Services or reduce the number of Daily Inspections. Then minimum hour requirements apply only to demobilization if RPR was Full Time.

C1.06 DIXON's Reimbursable Expenses Schedule and Standard Hourly and Overtime Rates:
A. Attached to this EXHIBIT C is Attachment C-2, Standard Hourly Rate and Reimbursable Expense Schedule

B. Annual Cost Adjustment – January 1 each year.

1. The Standard Hourly Rates and Reimbursable Expenses Schedule will be adjusted annually as of the first January 1 date past expiration date printed on Attachment C-2 to reflect equitable
changes in the compensation payable to DIXON. Proposals sent after August 1st will have
Attachment C-2 with effective rates through December 31 of the subsequent year.
2. Unit Price for Hold Point observations and Lump Sum items shall be increased at the same
time as hourly rate by the same percentage increase as Standard Hourly Rates.
3. Notification of these cost adjustments, or the issuance of an Addendum or Change Order are not
required, but DIXON shall endeavor to so advise. Failure to supply notification does not waive
the right for implementing rate increases.

PART 2 INVOICING AND PAYMENT for Services in EXHIBIT A per EXHIBIT C-1:
A. Preparation and Submittal of Invoices: DIXON will prepare invoices in accordance with its
standard invoicing practices and the terms of this EXHIBIT C and Attachments C-1 and C-2.
DIXON will submit its invoices to Owner on a monthly basis. Invoices are due and payable
within 30 days of receipt. Small monthly invoices may be held by DIXON only, for a month or
more and combined.
B. Application to Interest and Principal: Payment will be credited first to any interest owed to DIXON
and then to principal.
C. Failure to Pay: If Owner fails to make any payment due DIXON for services and expenses within 30
days after receipt of DIXON’s invoice, then:
   A. Amounts due DIXON will be increased at the rate of 1.0% per month (or the maximum rate of
      interest permitted by law, if less) from said 30th day.
   D. Disputed Invoices: If Owner disputes an invoice, either as to amount or entitlement, then Owner
      shall promptly advise DIXON in writing of the specific basis for doing so, may withhold only that
      portion so disputed, and must pay the undisputed portion.

PART 3 SELECTION OF RPR SERVICES
C3.00 Selection of Full Time vs. Daily RPR
   A. Daily RPR Services: Working from the Base Office and traveling Daily to the Project site.
   B. Full Time RPR Services: The RPR stays in lodging near the Project Site because the distance from
      Base Office, makes daily travel exceed daily expenses.

C3.01 Financial Considerations when Selecting RPR Services:
   A. Minimum Hourly and Weekly requirements.
      1. Full Time RPR Services:
         a. Minimum workday - 8 hours.
         b. Minimum 40-hour work week except first and last week. If the Contractor is working
            more than 40 hours then the Observer is also working more than 40 hours, if work being
            completed rises to the level of reporting.
         c. Actual Mobilization and Demobilization Time and Reimbursable Expenses.
            Reimbursable expenses include expenses incurred on dates of no work, mobilization, and
            demobilization days.
**SUMMARY OF DIXON’S COMPENSATION FEES SCHEDULE of VALUES**

1. The total compensation for services under this Agreement is the estimated total compensation amount of **Forty-Eight Thousand, One Hundred, $48,100** and summarized as follows:

<table>
<thead>
<tr>
<th>Schedule of Values</th>
<th># of Units</th>
<th>Unit Price</th>
<th>Amount</th>
<th>Basis of Compensation</th>
</tr>
</thead>
<tbody>
<tr>
<td>A1.01-Technical Specifications</td>
<td></td>
<td>$3,725</td>
<td></td>
<td>Lump Sum</td>
</tr>
<tr>
<td>A1.02-Bidding and Contract Documents</td>
<td></td>
<td>$1,000</td>
<td></td>
<td>Lump Sum</td>
</tr>
<tr>
<td>A1.02-Pre-Bid Meeting</td>
<td></td>
<td>$1,000</td>
<td></td>
<td>Unit Price</td>
</tr>
<tr>
<td>A1.03-Preconstruction Meeting</td>
<td></td>
<td>$1,000</td>
<td></td>
<td>Unit Price</td>
</tr>
<tr>
<td>A1.03-Progress Meetings</td>
<td>2</td>
<td>$1,000</td>
<td>$2,000</td>
<td>Unit Price</td>
</tr>
<tr>
<td>A1.03-Other Defined Basic Services: Project Administration</td>
<td></td>
<td>$2,000</td>
<td></td>
<td>Lump Sum</td>
</tr>
<tr>
<td>A1.03-RPR Services Full Time</td>
<td></td>
<td>$29,025</td>
<td></td>
<td>Standard Hourly Rate</td>
</tr>
<tr>
<td>A1.03-RPR Services Weld</td>
<td>4</td>
<td>$1,250</td>
<td>$5,000</td>
<td>Unit Price</td>
</tr>
<tr>
<td>A1.04-Warranty Observation</td>
<td></td>
<td></td>
<td>$3,350</td>
<td>Lump Sum</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td></td>
<td></td>
<td><strong>$48,100</strong></td>
<td></td>
</tr>
</tbody>
</table>

2. In the event of a conflict with the number in the Total and the written amount in 1 above or with the number on the Signature Page, the first governance shall be a review of math in this schedule of values.

3. DIXON may alter the distribution of compensation consistent with services actually rendered between individual phases of Basic and RPR Service with unused fees calculated by any method. Reallocation of fees shall not result in a total fee in excess of the total compensation amount unless approved by the Owner.
### STANDARD HOURLY RATE AND REIMBURSABLE EXPENSE SCHEDULE

<table>
<thead>
<tr>
<th>Labor Class</th>
<th>Per Hour</th>
<th>Overtime Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$255.00</td>
<td></td>
</tr>
<tr>
<td>Project Manager</td>
<td>$153.00</td>
<td>$230.00</td>
</tr>
<tr>
<td>Engineer</td>
<td>$158.00</td>
<td>$237.00</td>
</tr>
<tr>
<td>CWI Welding RPR</td>
<td>$137.00-$153.00</td>
<td>$206.00-$230.00</td>
</tr>
<tr>
<td>DIXON Level 3 or NACE Certified Level 3 RPR</td>
<td>$107.00-$137.00</td>
<td>$161.00-$206.00</td>
</tr>
<tr>
<td>DIXON Level 2 or NACE Level 2 RPR</td>
<td>$97.00-$122.00</td>
<td>$146.00-$183.00</td>
</tr>
<tr>
<td>DIXON Level 1 or NACE Level 1 RPR</td>
<td>$87.00-$97.00</td>
<td>$131.00-$146.00</td>
</tr>
<tr>
<td>Contract Support Staff</td>
<td>$112.00-$138.00</td>
<td>$168.00-$207.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Expenses</th>
<th>Metropolitan</th>
<th>Out-State</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mileage</td>
<td>$0.70/mile + tolls</td>
<td>$0.60/mile</td>
</tr>
<tr>
<td>Lodging</td>
<td>$155.00 per diem</td>
<td>$145.00 per diem</td>
</tr>
<tr>
<td>Meals</td>
<td>$47.00 per diem</td>
<td>$40.00 per diem</td>
</tr>
</tbody>
</table>

FEES EFFECTIVE THROUGH: December 31, 2020

Revised: 8/6/2019
GENERAL PROVISIONS AND RELATED CONDITIONS FROM AGREEMENT OR EXHIBITS

GP1.00 Time for Completion:
A. If there is a change in the Scope of Services, or in Scope of Project, if Projects are delayed or suspended through no fault of DIXON, if the orderly and continuous progress of DIXON’s services is impaired, if the agreed periods of time or dates are changed, then the time for completion of DIXON’s services, and the rates and amounts of DIXON’s compensation, shall be adjusted equitably. Delay of Projects by Owner or Contractor until the next season (past the expiration date of EXHIBIT C ATTACHMENT 1 and 2), is considered a change in Scope of Services and the rates and amounts of DIXON’s compensation shall be adjusted equitably in accordance with the succeeding year’s EXHIBIT C ATTACHMENT 1 and 2.
B. Owner shall give prompt written notice to DIXON whenever Owner observes or otherwise becomes aware of any development that affects the scope or time of performance of DIXON’s services; the presence at the Site of any Constituents of Concern; or any relevant, material defect or nonconformance in: (a) DIXON’s services, (b) the Work, (c) the performance of any Contractor, or (d) Owner’s performance of its responsibilities under this Agreement.
C. Owner shall make decisions and carry out its other responsibilities in a timely manner so as not to delay DIXON’s performance of its services.
D. If DIXON fails, through its own fault, to complete the performance required in this Agreement within the time set forth, as duly adjusted, then Owner shall be entitled, as its sole remedy, to the recovery of direct damages, if any, resulting from such failure.

GP1.01 Opinions of Probable Construction Cost:
A. DIXON’s opinions (if any) of probable Construction Cost are to be made on the basis of DIXON’s experience, qualifications, and general familiarity with the construction industry. However, because DIXON has no control over the cost of labor, materials, equipment, or services furnished by others, or over contractors’ methods of determining prices, or over competitive Bidding or market conditions, DIXON cannot and does not guarantee that proposals, Bids, or actual Construction Cost will not vary from opinions of probable Construction Cost prepared by DIXON.

GP1.02 Standards of Performance and Compliance with Laws and Regulations:
A. Standard of Care: The Standard of Care for all services performed or furnished by DIXON under this Agreement will be the care and skill ordinarily used by members of this subject profession practicing under similar circumstances at the same time and in the same locality.
B. Technical accuracy: Owner shall not be responsible for discovering deficiencies in the technical accuracy of DIXON’s services. DIXON shall correct deficiencies in technical accuracy without additional compensation, unless such corrective action is directly attributable to deficiencies in Owner-furnished information.
C. Reliance on Others: Subject to the Standard of Care set forth above in Paragraph GP1.02. A, DIXON and its Consultants may use or rely upon design elements and information ordinarily or customarily furnished by others, including, but not limited to, specialty contractors, manufacturers, suppliers and the publishers or technical standards.
D. DIXON will make visits to the Site at intervals appropriate to the various stages of construction as DIXON deems necessary in order to observe, as an experienced and qualified design professional, the progress that has been made and the quality of the various aspects of Contractor’s executed Work. Based on information obtained during such visits and observations, DIXON, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents.
E. DIXON shall not at any time supervise, direct, control, or have authority over any Constructor’s work, nor shall DIXON have authority over or be responsible for the means, methods, techniques, sequences, or procedures of construction selected or used by any Constructor or the safety precautions and programs incident thereto, for security or safety at the Project site, nor for any failure of a Constructor’s furnishing and performing of its work. DIXON shall not be responsible for the acts or omissions of any Constructor or for Constructor’s compliance with Laws and Regulations.

F. DIXON makes no warranties, express or implied, under this Agreement or otherwise, in connection with any services performed or furnished by Contractor.

G. DIXON shall not be responsible for any decisions made regarding the construction Contract requirements, or any application, interpretation, clarification, or modification of the construction Contract documents other than those made by DIXON or its consultants.

H. DIXON’s Services and Additional Services do not include: (1) serving as a “municipal advisor” for purposes of the registration requirements of the Section 975 of the Dodd-Frank Wall Street Reform and the Consumer Protection Act (2010) or the municipal advisor registration rules issued by the Securities and Exchange Commission; (2) advising Owner, or any municipal entity or other person or entity regarding municipal financial products or the issuance of municipal securities, including advice with respect to the structure, timing, terms, or other similar matters concerning such products or issuances; (3) providing surety bonding or insurance-related advice, recommendations, counseling, or research, or enforcement of construction insurance or surety bonding requirements, or (4) providing legal advice or representation.

GP1.03 Use of Documents:
A. All Documents are instruments of service, and DIXON shall retain an ownership and property interest therein (including the copyright and the right of reuse at the discretion of DIXON) whether the Project is completed or not. NOTE: A delayed project may require revisions of the Bid and/or Contract Documents.
   1. Owner may make and retain copies of Documents for information and reference in connection with the use of the Documents on the Project. DIXON grants Owner a limited license to use the Documents on the Project. Owner shall not use, reuse, or modify the Documents without written verification, completion, or adaptation by DIXON. The limited license to Owner shall not create any rights in third parties.

GP1.04 Suspension and Termination:
A. Suspension:
   1. By Owner: Owner may suspend the Project for up to 90 days upon seven days written notice to DIXON.
   2. By DIXON: DIXON may, after giving seven days written notice to Owner, suspend services under this Agreement if Owner has failed to pay DIXON for invoiced services and expenses, or in response to the presence of Constituents of Concern at the Site.

B. Termination: The obligation to provide further services under this Agreement may be terminated.
   1. For cause, by either party upon 30 days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.
   2. By DIXON:
      a. Upon seven days written notice if Owner demands that DIXON furnish or perform services contrary to DIXON’s responsibilities as a licensed professional; or if services for the Project are delayed or suspended for more than 90 days for reasons beyond DIXON’s control, or as the result of the presence at the Site of undisclosed Constituents of Concern.
      b. DIXON shall have no liability to Owner on account of either such termination. This Agreement will not terminate; however, if the party receiving such notice begins, within seven days of receipt of such notice, to correct its substantial failure to perform and proceeds diligently to cure such failure within no more than 30 days of receipt thereof.
3. For convenience, by Owner effective upon DIXON’s receipt of notice from Owner.

C. Effective Date of Termination: The terminating party under Paragraph GP 1.04 may set the effective date of termination at a time up to 30 days later than otherwise provided to allow DIXON to demobilize personnel and equipment from the Site, to complete tasks whose value would otherwise be lost, to prepare notes as to the status of completed and uncompleted tasks, and to assemble Project materials in orderly files.

D. Payments Upon Termination:
   1. In the event of termination by Owner or by DIXON for cause, DIXON shall be entitled to invoice Owner and receive payment of a reasonable amount for services and expenses directly attributable to termination, both before and after the effective date of termination, such as reassignment of personnel, and other related close-out costs, using methods and rates for Additional Services as set forth in EXHIBIT C.
   2. The scheduled time period between Contract Award and the physical start of Construction, or if Construction is postponed for the off season (winter), shall not be considered a “suspension.”

GP1.05 Controlling Law and Compliance with Laws and Regulations:
   A. This Agreement is to be governed by the Laws and Regulations of the state in which the Project is located. DIXON and Owner shall comply with state Laws and Regulations of state of Project.
   B. DIXON shall comply with any and all instructions of Owner, and all requirements of Contractor’s or Owner’s safety program that are applicable to DIXON’s performance of services under this Agreement and that Owner provides to DIXON in writing, prior to the Effective Date; subject to the Standard of Care set forth in Paragraph GP1.02.A above, and to the extent compliance is not inconsistent with professional practice requirements.
   C. The following may be the basis for modifications to Owner’s responsibilities or to DIXON’s scope of services, times of performance, or compensation:
      1. Changes after the Effective Date to Laws and Regulations;
      2. The receipt by DIXON; or changes after the Effective Date of Owner-provided written policies and procedures;
   D. The General Conditions for any construction contract documents prepared hereunder are to be EJCDC C-700-18 “Standard General Conditions of the Construction Contract” (2018 Edition), prepared by the Engineer’s Joint Contract Documents Committee, and as modified by DIXON unless expressly indicated otherwise. If Owner supplied General Conditions are used, then DIXON supplied Additions shall also be used to the extent they do not conflict with Owner’s.

GP1.06 Dispute Resolution
   A. Owner and DIXON agree to negotiate all disputes between them in good faith for a period of 30 days from the date of notice prior to invoking nonbinding mediation or exercising their rights at law.
   B. If negotiations fail then Owner and DIXON may proceed mediation before a panel of three, one panel member selected by each party, and one mutually agreeable person. The only requirements are that neither party have any financial or relational control over any panel member. DIXON will select, based on expertise in the area of dispute. (DIXON pays fees for their panel member, Owner pays fees of their member and third member’s fees are to be paid as direct by the panel, even if their final dispute resolution is not accepted).
   C. After one trial mediation, unless an additional attempt is accepted by both parties either party may exercise their rights at law.

GP1.07 Environmental Condition of Site:
   A. Owner represents to DIXON that as of the Effective Date to the best of Owner’s knowledge, that there are no Constituents of Concern, other than those disclosed in writing to DIXON, exist at or adjacent to the Site.
B. Constituents of Concern in the Coating Industry - DIXON and Owner acknowledge that the coating industry may generate hazardous waste or Constituents of Concern (C of C) when removing old coatings. C of C may be existing in soils from coating removal in the past, and some gasket materials contained asbestos. Old coatings may contain heavy metals such as lead, chrome, and cadmium. Hazardous solvents may be present in new coatings, thinners, or used in the cleaning of equipment. These materials may be C of C but are considered Known C of C.

C. If DIXON Encounters or learns of an undisclosed Constituents of Concern at the Site, then DIXON shall notify Owner. State and Federal notifications, if required, are the responsibility of the Owner.

D. Owner acknowledges that DIXON is performing professional services for Owner and that DIXON is not and shall not be required to become an “owner,” “arranger,” “operator,” “generator,” or “transporter” of hazardous substances, as determined in the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), as amended, which are or may be encountered at or near the Site in connection with DIXON’s activities under this Agreement.
INSURANCE AND LIABILITY CONCERNS

The Agreement is supplemented to include the following agreement of the parties:

11.00 Insurance:
A. The limits of liability for the insurance required on this project are as follows:
B. By DIXON:
   1. Workers' Compensation: Statutory
   2. Employer's Liability --
      1) Bodily injury, each accident: $1,000,000
      2) Bodily injury by disease, each employee: $1,000,000
      3) Bodily injury/disease, aggregate: $1,000,000
   3. General Liability --
      1) Each Occurrence (Bodily Injury and Property Damage): $1,000,000
      2) General Aggregate: $2,000,000
   4. Excess or Umbrella Liability
      1) Per Occurrence: $5,000,000
      2) General Aggregate: $5,000,000
   5. Automobile Liability
      1) Combined Single Limit (Bodily Injury and Property Damage): $1,000,000
   6. Professional Liability --
      1) Each Claim Made: $2,000,000
      2) Annual Aggregate: $2,000,000
C. Additional Insured's: The following individuals or entities are to be listed on DIXON's general liability policies of insurance as additional insured's: Owner and other parties requested by Owner Electronic Data Transmittal Protocol within reason.
D. Owner shall require Contractor to purchase and maintain policies of insurance covering workers' compensation, general liability, motor vehicle damage and injuries, and other insurance necessary to protect Owner's and DIXON's interests in the Project. Owner shall also require Contractor to cause DIXON and its Consultants to be listed as additional insureds with respect to such liability insurance purchased and maintained by Contractor for the Project.
E. DIXON shall deliver to the Owner certificates of insurance evidencing the coverages. Such certificates shall be furnished prior to commencement of DIXON's services and at renewals thereafter during the life of the Agreement.
F. All policies of property insurance relating to the Project, including but not limited to any builder's risk policy, shall allow for waiver of subrogation rights and contain provisions to the effect that in the event of payment of any loss or damage the insurers will have no rights of recovery against any insured thereunder or against DIXON or its Consultants. Owner and DIXON waive all rights against each other, Contractor, the Consultants, and the respective officers, directors, members, partners, employees, agents, consultants, and subcontractors of each and any of them, for all losses and damages caused by, arising out of, or resulting from any of the perils or causes of loss covered by any builder's risk policy and any other property insurance relating to the Project. Owner shall take appropriate measures in other Project-related contracts to secure waivers of rights.
G. All policies of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled or reduced in limits by endorsement, and that renewal will not be refused, until at least 10 days prior written notice has been given to the primary insured. Upon receipt of such notice, the receiving party shall promptly forward a copy of the notice to the other party to this Agreement.
H. At any time, Owner may request that DIXON or its Consultants, at Owner's sole expense, provide additional insurance coverage, increased limits, or revised deductibles that are more protective than those specified in EXHIBIT I. If so, requested by Owner, and if commercially available, DIXON
shall obtain and shall require its Consultants to obtain such additional insurance coverage, different limits, or revised deductibles for such periods of time as requested by Owner, and EXHIBIT I will be supplemented to incorporate this requirement.

I. Definitions:
1. Owner and Party 1 is Owner and Owner’s officers, directors, membership, partners, agents, employees, consultants, or others retained by or under contract to the Owner with respect to this Agreement or to the Project.
2. DIXON and Party 2 is DIXON and/or DIXON’s officers, directors, members, partners, agents, employees, consultants, subcontractors, or others under contract to DIXON relative to this Project or Agreement.

II.01 Limitation of Liability:
A. DIXON’s Liability Limited to Amount of Insurance Proceeds: DIXON shall procure and maintain insurance as required by and set forth in EXHIBIT I to this Agreement. Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by Laws and Regulations, the total liability, in the aggregate, of DIXON and Party 2 to Owner and anyone claiming by, though, or under Owner shall not exceed the total insurance proceeds paid on behalf of or to DIXON by DIXON’s insurers in settlement or satisfaction of Owner’s Claims under the terms and conditions of DIXON’s insurance policies applicable thereto (excluding fees, costs and expenses of investigation, claims adjustment, defense, and appeal), up to the amount of insurance required under this Agreement. The naming of Linn County as an additional insured shall not constitute a waiver of the defenses available to Linn County under Section 670.4 of the Code of Iowa.

II.02 Exclusion of Special, Incidental, Indirect, and Consequential Damages:
A. To the fullest extent permitted by Laws and Regulations, and notwithstanding any other provision in the Agreement. DIXON and Party 2 shall not be liable for special, incidental, indirect, or consequential damages arising out of, or related to this Agreement or the Project, from any cause or causes, including but not limited to: damage to water supply or reduction in fire protection.

II.03 Percentage Share of Negligence:
A. To the fullest extent permitted by Laws and Regulations, a party’s total liability to the other party and anyone claiming under the other party for damages caused in part by the negligence of the party and in part by the negligence of the other party or any other negligent entity or individual, shall not exceed the percentage share that the party’s negligence bears to the total negligence of Owner, Engineer, and all other negligent entities and individuals.
28E Agreement between the City of Cedar Rapids, Iowa (Cedar Rapids), the City of Hiawatha, Iowa (Hiawatha), the County of Linn, Iowa (Linn County), the City of Marion, Iowa (Marion), and the City of Robins, Iowa (Robins), and
for
Phases I, II, and III, Including Segments A through G of the Tower Terrace Road Transportation Corridor Improvements

____________, 2020

This Agreement is entered into this ____ day of _____, 2020, by and between Cedar Rapids, Linn County, Hiawatha, Marion, and Robins. Cedar Rapids, Linn County, Hiawatha, Marion, and Robins may hereinafter be referred to collectively as the “Parties”.

WHEREAS, the Parties are public agencies as 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, the Parties have been working together to cause improvements to complete the Tower Terrace Corridor Roadway project (“the Project”) and toward that goal have previously entered into a Memorandum of Understanding dated ______, 2020 and titled LINN COUNTY AND METRO COMMUNITIES TOWER TERRACE CORRIDOR ROADWAY EXPANSION BUILD GRANT AND OTHER APPLICABLE GRANTS APPLICATION, PRELIMINARY PLANS AND ENVIRONMENTAL STUDY, and

WHEREAS, the Parties are entering into this Agreement based on the presumption that the Project receives full funding from the requests for the applicable grants for which the Parties, either separately or collectively, have applied, and

WHEREAS, as part of the Project the Parties propose to contract for complete professional and design services for Segments C1, F1, G1, G2, D1, D2, B1, and B2 for the Tower Terrace Road transportation corridor Improvements as shown in Exhibit A attached hereto and made a part of this Agreement and described generally as follows:

   a) Completion of NEPA study for remaining segments from Interstate 380 to Highway 13 in Linn County as required;
   b) Completion of Project Design Report for said area sufficient to meet federal guidelines, and

WHEREAS, the Project Sponsors for each remaining segment are expected to be as follows:

Cedar Rapids: Segments C1, D1, and D2;
Hiawatha: Segments B1, B2, and C1;
Marion: Segments F1, G1, and G2;
Robins: Segments B1, B2, and C1; and

WHEREAS, the City Councils and the Board of Supervisors of Linn County have informed themselves as to the proposed improvement(s) which are necessary for the completion of the Project.

NOW THEREFORE IT IS HEREBY AGREED the Parties enter into this Agreement pursuant to Chapter 28E of the Code of Iowa providing for cooperative action pursuant to the proposed Tower Terrace Corridor Roadway improvement Project and, said cooperative actions include the following:

1) INITIAL SCOPE OF WORK: The initial scope of work for this Agreement will consist of arranging for a contract for professional services with Snyder & Associates as shown in Exhibit B attached hereto. Additional scope of work may be added to this Agreement by subsequent amendments or addenda hereto.

2) DURATION: This Agreement shall commence on the date that all 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: Linn County will be the lead agency for application purposes. Project administration will be provided by a consultant. East Central Council of Governments (ECICOG) will assist Linn County with monthly reimbursement processing and record keeping. Each municipality will reimburse Linn County for payments for their respective share of said Project costs including administrative costs as shown in Schedule C. The Cities will reimburse Linn County for future administration costs associated with the Project based on a mutually agreeable payment schedule.

5) The Parties 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 Parties which in any way result from carelessness or neglect of other party(s) or its/their agents, employees, or workmen in any respect whatsoever.

6) The Parties 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 Party(s) or its/their agents, servants or employees in the course of any work done in connection with any of the matters set forth in this agreement.

7) In accordance with Iowa Code Section 28E.6, the Parties further state:

A. This Agreement does not establish a separate legal entity to conduct the joint or cooperative undertaking of the County and the City for this Project. As stated in Article 4) above, the County shall act as administrator for purposes of Iowa Code Section 28E.6(1)(a).

B. No real or personal property shall be jointly acquired, held, or disposed of in the execution of this agreement. Each party shall acquire, hold, and dispose of real property as otherwise provided in this Agreement.

2
C. Pursuant to Iowa Code Section 28E.8, the City shall file this Agreement with the Iowa Secretary of State in an electronic format and in a manner specified by the Secretary of State.

8) 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.

9) The Cities, the County, their agents, officers, and employees agree to cooperate in good faith in fulfilling the terms of this Agreement. Unforeseen difficulties or questions will be resolved by negotiation between the County and the City(s), or their designees.

10) FINANCING – Each of the Parties shall be responsible for the costs of their proportionate shares of the total Project as set out in Exhibit C attached hereto and made a part of this Agreement.

11) FUTURE PARTICIPATION - In the event that full funding is not awarded by any of the potential funding agencies, the Parties agree to adjust the scope of the Project, as allowable under the terms of grant requirements, to fit regional priorities using the following criteria: financial capacity of the responsible jurisdiction, regional benefit, economic impact, local capacity to complete the Project, and readiness to proceed.

12) MODIFICATION: This Agreement shall not be modified except by written agreement signed by all Parties.

13) TERMINATION:
   a) This Agreement will be terminated upon final acceptance of the Project by all jurisdictions and final settlement of the financial conditions set forth in Paragraph 10 above.

Signed:  
Date: **6/8/2020**

Nicolas Abouassaly, Mayor, Marion

Date: **6/5/20**

Jeff Tromeranz, City Manager
Cedar Rapids

Attest:  
Date: **6/8/2020**

Rachel Bolender, City Clerk

Date: **6/5/20**

Amy Stevenson, City Clerk
Date: 5/20/2020
Bill Bennett, Mayor, Hiawatha

Date: 5/20/2020
Kari Graber, City Clerk

Date: 6/20/20
Chuck Hinz, Mayor, Robins

Date: 6/15/20
Lori Pickart, City Clerk, Robins

Date:

Linn County
Chairperson Board of Supervisors

Joel D. Miller, Linn County Auditor
by Becky Shoop
RESOLUTION NO. 2020-07-

RESOLUTION ESTABLISHING A FACE COVERING POLICY FOR PERSONS IN LINN COUNTY-OWNED FACILITIES

WHEREAS, in response to the Novel Coronavirus 2019 (COVID-19) outbreak, Iowa Governor Kim Reynolds issued a Proclamation of Disaster Emergency, the United States Department of Health and Human Services declared a national public health emergency, and President Trump issued a proclamation declaring that the COVID-19 outbreak in the United States constitutes a national emergency; and

WHEREAS, COVID-19 can spread from person-to-person and poses a possibility of causing severe illness or death; and

WHEREAS, the risk of transmission of COVID-19 may be substantially reduced by community containment strategies, measures, and protocols designed to slow the community spread of COVID-19; and

WHEREAS, Linn County Public Health, the Centers for Disease Control and Prevention, and other public health experts encourage the use of a mask or other face covering for protection in public settings to mitigate the risk of community spread, especially when social distancing measures are difficult to maintain; and

WHEREAS, the Linn County Board of Supervisors implemented Policy COVID-002 regarding the use of face coverings by Linn County employees in Linn County-owned facilities and vehicles to protect public health, and

WHEREAS, the Linn County Board of Supervisors finds that additional measures to protect public health and the life, health, safety, and property of people entering Linn County-owned facilities are in the public interest.

NOW THEREFORE BE IT RESOLVED the Linn County Board of Supervisors approves and adopts the Linn County-Owned Facilities Face Covering Policy, and the requirements included in said policy, attached hereto and made part of this resolution. The policy is effective on July 20, 2020 and remains in effect until repealed or superseded.

PASSED AND APPROVED this 15th day of July 2020.

LINN COUNTY BOARD OF SUPERVISORS

__________________________________________
Ben Rogers, Chair

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Brent Oleson, Vice Chair

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Stacey Walker, Supervisor

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AYE:  NAY:  ABSTAIN:

ATTEST:

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Joel Miller, Linn County Auditor
LINN COUNTY-OWNED FACILITIES FACE COVERING POLICY

1. PURPOSE & OBJECTIVES

The purpose of this policy is to establish guidelines for use of face coverings in Linn County-owned buildings to

- Protect public health and safety by reducing exposure to the COVID-19 virus (virus).
- Help slow the community spread of the virus.
- Help prevent spread of the virus to others by people who are asymptomatic, or who have the virus and do not know it.

2. SCOPE

This policy applies to all Linn County-owned facilities and vehicles.

3. EXCEPTIONS

Facilities and vehicles managed by the Sheriff’s Office, the Juvenile Detention Center, and outdoor facilities operated by Linn County Conservation.

4. DEFINITIONS

Asymptomatic: Showing no signs or symptoms of a particular disease.

Face Covering: Material that securely covers a person’s nose and mouth and remains affixed in place without the use of one’s hands. Examples of face coverings compliant with this policy include cloth masks, paper masks, scarfs, bandanas, neck gaiters, and face shields that cover a person’s mouth and nose.

5. PROVISIONS

A. All persons must wear a face covering when entering and while in publicly accessible areas of a Linn County facility that is subject to the provisions of this policy. This requirement is in effect regardless of any less restrictive State orders or guidance on face coverings.

B. Linn County will provide a disposable paper facemask at no charge to persons who enter a county facility without a face covering.

C. Linn County will provide a reusable face shield at no charge to persons subject to a health condition that prevents the wearing of a facemask. Persons provided with a reusable face shield must leave it at a designated location when leaving the facility. Linn County will sanitize all reusable face shields provided to the public.

D. This policy does not require face coverings to be worn by persons for whom such covering would cause impairment due to an existing health condition and who present medical verification to that effect.
E. Linn County will post signs demonstrating the proper wearing of a face covering at public entrances to Linn County-owned facilities that are subject to the provisions of this policy.

F. Linn County will deny any person who refuses to wear a face covering entrance to Linn County facilities subject to the provisions of this policy.

G. A face covering is not a substitute for other social distancing measures or other preventive actions, which persons should observe to the greatest extent possible.

H. The policy does not modify or amend the provisions of Linn County Policy Employee Face Coverings Policy, Policy Number COVID-002

I. In the event that any section, provision, term, or requirement of this policy is deemed invalid, illegal, or unenforceable by a controlling Court of Law or by federal, state or local statute, such section, provision, term, or requirement shall be excluded to the extent that it has been deemed invalid, illegal, or unenforceable. All other sections, provisions, terms, and requirements shall remain in full force and effect.