Call to Order

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

Minutes
Discuss and decide on meeting minutes.

Presentation by Linn County Main Streets programs.

Set public hearing date for Tuesday, August 25, 2020 at 5:30 pm to establish a Secondary Road Assessment District to improve Wieneke Circle with a double seal coat and a 6" rock base at an estimated cost of $123,062.50; assessment district includes Wieneke's First Addition lots 1-17 and NW NW - N of RD EX E 2.38CH and EX WIENEKE'S 1st & 2nd & EX RD.

Discuss COVID-19 Declaration of Disaster Emergency and Request for Local Control of Personal Protective Equipment Proclamation.

Discuss Linn County sponsorship or co-sponsorship on a USDA-NRCS Watersheds & Flood Prevention Operations Program grant application.

Discuss Agreement for Services between Linn County and Martin Gardner Architecture, P.C. for an Opinion of Probable Costs for the renovation of the house located at 622 Dows Road, Cedar Rapids, IA 52402.

Discuss proposed Farm Management Agreement between Linn County and the Sustainable Iowa Land Trust.

Discuss a request for an extension and review of funding received from MH/DS East Central Region to Support My Care Community.

Discuss and decide on request of Monarch Research Project to defer expenditure of FY20 Witwer Trust grant funds until 2021.

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

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

Claims
Discuss and decide on claims.
Correspondence
Appointments
Adjournment

To adhere to social distancing requirements, Linn County employees and the public may participate in this meeting as follows:

1) Conference call—telephone number 866-576-7975, access code 218839#
2) Email questions or comments prior to or during the meeting to: bd-supervisors@linncounty.org

For questions about meeting accessibility or to request accommodations to attend or to participate in a meeting due to a disability, please contact the Board of Supervisors office at 319-892-5000 or at bd-supervisors@linncounty.org.
DATE SET FOR PUBLIC HEARING

Moved by Supervisor ______________________
Seconded by Supervisor ______________________
that the 25th day of August, 2020 at 5:30 P.M. be set as date for the public hearing to establish a Secondary Road Assessment District to improve Weineke Circle with a double seal coat and a 6” rock base at an estimated cost of $123,062.50. The assessment district includes Wienke’s First Addition lots 1-17 and NW NW - N of RD EX E 2.38CH & EX WIENEKE’S 1st & 2nd & EX RD.

Dated this ___ day of ________________, 20____.

__________________________________________
BOARD OF SUPERVISORS
LINN COUNTY, IOWA
FORM OF AGREEMENT FOR SERVICES BETWEEN OWNER AND ARCHITECT
Where the scope of the project is limited to a small group of tasks or small project.

Agreement made as of the Fifth day of August in the year of Two Thousand and Twenty.

Between the Owner: Linn County, Iowa
Attn: Planning & Development Director
935 2nd Street SW
Cedar Rapids, IA 52404
Telephone Number: 319-892-5130

and the Architect: Martin Gardner Architecture, P.C.

Marion Office: 700 11th Street, Suite 200
Marion, IA 52302
Telephone Number: 319-377-7604
Fax Number: 319-377-1175

Strawberry Point Office: 11502 390th Street
Strawberry Point, IA 52076
Telephone Number: 563-933-4712
Fax Number: 563-933-2052

Please direct all payments to the Marion office.

For the following Project as currently understood:

Opinion of Probable Costs for 3 tiered renovation options for the building located at 622 Dows Road, Cedar Rapids, IA 52403.

The Owner and Architect agree as set forth below.

ARTICLE ONE: ARCHITECT'S RESPONSIBILITIES

1.1 The Architect, his employees, and consultants shall perform the agreed upon Services as expeditiously as is consistent with professional skill and care and in the orderly progress of the Work.

1.2 Services to be provided by the Architect: The total extent of services to be provided by the Architect under this agreement are described in the attached proposal for services and as follows:

Opinion of Probable Costs for 3 tiered renovation options.
1.3 Additional Services: Any other services provided by the Architect shall be charged for as requested or required for the proper execution of the above services. These services shall be considered additional services and will be billed per our current Standard Hourly Rate Schedule.

1.5 The Owner agrees to contact the Architect or require the project Contractors to contact the Architect for the above information immediately upon discovery of the items so that the Architect may mitigate problems that may arise from the misinterpretation of the construction documents. The Owner shall allow the Architect to participate in efforts to mitigate potential problems and agrees that if no fault in the documents or services provided are found that the Architect will be reimbursed for the time expended. Should the Architect not be consulted, the Architect shall be responsible for correction of issues on the project which are directly the result of negligence of the Architect and only to the extent of any costs had the Architect been consulted in a timely manner.

ARTICLE TWO: OWNER’S RESPONSIBILITIES

2.1 The Owner shall give the Architect full information regarding the requirements of the project. These shall include but not be limited to room requirements, personal style preferences, site information and restrictions, and budget limitations.

2.2 If requested, the Owner shall demonstrate financial capability to satisfy the requirements of this Agreement.

2.3 The Owner shall fully inform the Architect of any conditions at the site or existing building, if any, which would preclude or limit possible designs. The Owner shall, where a site plan is to be provided, supply the Architect with a certified survey or plat of the site, locate corner pins of the property, and a topographic map of the site or such similar information as may be deemed necessary by the Architect.

ARTICLE THREE: STANDARD OF CARE

3.1 Architect shall perform its architectural services consistent with the professional care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

ARTICLE FOUR: CLAIMS AND DISPUTES:

4.1 Any claims or disputes between the Owner and the Architect arising out of the services to be provided by the Architect or out of this agreement may be submitted to non-
binding mediation. The Owner and the Architect agree to include a similar mediation agreement with all contractors, subconsultants, subcontractors, suppliers, and fabricators, providing for mediation as the primary method for dispute resolution among all parties.

4.2 Deficiencies in Services: Payment by the Owner of any invoice of the Architect without any written objection shall be interpreted to mean that the Owner is satisfied with the Architect’s services reflected in the invoice and is not aware in any deficiencies in the Architect’s services.

4.3 Disputed Invoices: If the Owner objects to any portion of an invoice, the Owner shall so notify the Architect within ten (10) calendar days of the receipt of the invoice. The Owner shall identify the specific cause of the disagreement and shall pay when due that portion of the invoice not in dispute. Interest as stated in paragraph 6.4.2 shall be paid by the Owner on all disputed invoiced amounts resolved in the Architect’s favor and unpaid for more than thirty (30) calendar days after date of submission.

4.4 Collection Costs: In the event legal action is necessary to enforce the payment provisions of the Agreement, the Architect shall be entitled to collect from the Client any judgment or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Architect in connection therewith and, in addition, the reasonable value of the Architect’s time and expenses spent in connection with such collection action, computed at the Architect’s prevailing fee schedule and expense policies.

4.5 Defects in Service: The Owner shall promptly report to the Architect any defects or suspected defects in the Architect’s work or services of which the Owner becomes aware, so that the Architect may take measures to minimize the consequences of such a defect. The Owner warrants that he or she will impose a similar notification requirement on all contractors in his or her Owner/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the Owner, and the Owner’s contractors or subcontractors to notify the Architect, shall relieve the Architect of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given.

ARTICLE FIVE: SCHEDULE

5.1 If requested by the Owner, the Architect shall provide a schedule for the completion of the Work. This schedule shall be based upon reasonable allowances of time for the performance of the Work and for the approval of the various phases of the Work by the Owner. Such schedule shall be adjusted as the project progresses given changes in the Work directed by the Owner or subject to the actual time required by outside agencies. The Owner shall fully inform the Architect of time limitations on his Work.
5.2 If the Owner has schedule requirements for the project, this information shall be given to the Architect as quickly in the process as possible.

ARTICLE SIX: ELECTRONIC MEDIA

6.1 Electronic Files: Communication and information transfer is being conducted for this project in electronic form. The information and communications may include email, word processing, drawings, and other file transfers. It is acknowledged by the Owner that the information is being shared in this manner. Meetings where options and modifications are reviewed or discussed may only have information shared visually. Should the Owner wish to keep a paper copy of certain documents, the Architect may elect to transmit the files electronically for the Owner to print. Nothing in this agreement shall imply that the Architect is promising to supply computer software or hardware to the Owner or any Consultants or Contractors employed by the Owner.

6.2 Electronic data formats for information to be shared with the Owner will include but not necessarily be limited to Adobe, Microsoft, and AutoCAD formats. Any changes to the electronic data formats by either the Owner or the Architect are subject to review and acceptance by the other party. Should the Owner be unable to utilize the file formats listed above, the Owner should at once notify the Architect of the problem. The Architect will endeavor to transfer the information into a different format, but shall not be responsible at any time to provide the Owner with software needed to read any data of any electronic data format. If the Architect is required to expend additional effort to incorporate changes to the electronic data formats made by the Owner, these efforts shall be compensated for as Additional Services. Should the Owner request that any Instruments of Service, progress or final construction documents, specifications, or correspondence be transmitted in electronic form to the Owner the terms of this agreement shall be extended to any electronic files, CADD or word-processing files, which are produced by the Architect for this project.

6.3 In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the Architect, the Owner agrees that all such electronic files are instruments of service of the Architect, who shall be deemed the author, and shall retain all common law, statutory law and other rights, without limitation, including copyrights.

6.4 The Owner agrees not to reuse these electronic files, in whole or in part, for any purposes other than for the Project. The Owner agrees not to transfer these electronic files to others without the prior written consent of the Architect. The Owner further agrees to waive all claims against the Architect resulting in any way from any unauthorized changes to or reuse of the electronic files for any other project by anyone other than the Architect. These files may be used for reference for future
renovations or additions to the building provided that all conditions at the site are independently verified to determine the actual building conditions as conditions may be changed during construction or through and future undocumented changes to the building.

6.5 Electronic files furnished by either party shall be subject to an acceptance period of ten (10) days for either party to identify problems with the transmitted files. The Owner is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by the Architect and electronic files, the signed or sealed hard-copy construction documents shall govern.

6.6 In addition, the Owner agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Architect, its officers, directors, employees and subconsultants (collectively, Architect) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made by anyone other than the Architect or from any reuse of the electronic files without the prior written consent of the Architect.

6.7 Under no circumstances shall delivery of electronic files for use by the Owner be deemed a sale by the Architect, and the Architect makes no warranties, either express or implied, of merchantability and fitness for any particular purpose. In no event shall the Architect be liable for indirect or consequential damages as a result of the Owner’s use or reuse of the electronic files.

ARTICLE SEVEN: PROJECT TERMINATION OR TERMINATION OF THIS AGREEMENT

7.1 Should the Owner choose not to follow the project through to completion, this Agreement can be terminated at any time with a written notice to the Architect. The Architect shall be paid only for the work done prior to receiving said notice.

7.2 Changed Conditions: The Owner and Architect agree that when changes occur in the project, this agreement may need to change. Changes may be required in light of occurrences or discoveries that were not originally contemplated or known by the Architect. Changes in the project which may necessitate re-negotiation of this contract shall include but not be limited to changes in the project scope, project budget, subsoil conditions, project delivery methods, regulatory changes or interpretations, and actions on the part of the Owner or Contractors that prolong the construction process, which are not the fault of the Architect. Should the Architect call for contract re-negotiation, the Architect shall identify the specific condition necessitating re-negotiation and the contract changes required. The Owner shall promptly respond to this notification and accept the change, propose an alternate contract modification or
eject this change. Either party has the right to terminate this agreement as outlined herein.

7.3 The Architect may choose to terminate this agreement for non-payment of fees as outlined in section 9.4 below or for failure of the Owner to comply with section 7.2 above.

ARTICLE EIGHT: MISCELLANEOUS PROVISIONS

8.2 The Owner shall, to the fullest extent permitted by law, indemnify and hold harmless the Architect, its officers, directors, employees, agents and subconsultants from and against all damage, liability, and cost, including reasonable attorney’s fees and defense costs, arising out of or in any way connected with the performance of the services under this agreement, excepting only those damages, liability or costs attributable to the sole negligence or willful misconduct of the Architect.

8.3 In the event, the Architect, its officers, directors, employees, agents or subconsultants are required by subpoena by the Owner, or are requested by Client or Client’s attorney to serve in the capacity of a witness or an expert witness, in a court of law, or be a consultant in any litigation as a result of our services relating to this project, fee will be on an hourly basis, plus direct expenses, and the rates that prevail at the time services are rendered.

8.4 All drawings are instruments of service by the Architect to the client and remain the property of the Architect. Copies of the drawings and or specifications are available to clients whose accounts are paid in full for the cost of reproduction.

8.5 Unless otherwise specified, this agreement shall be governed by the laws of the State of Iowa.

8.6 Hazardous Materials: It is acknowledged by both parties that the Architect's scope of services does not include any services related to asbestos or hazardous or toxic materials. In the event the Architect or any other party encounters asbestos or hazardous or toxic materials at the job site, or should it become known in any way that such materials may be present at the job site or any adjacent areas that may affect the performance of the Architect's services, the Architect may, at his option and without liability for consequential or any other damages, suspend performance of services on the project until the Owner retains appropriate specialist consultant(s) or contractor(s) to identify, abate, or remove the asbestos or hazardous or toxic materials, and warrant that the job site is in full compliance with applicable laws and regulations. The Owner will retain the services of a hazardous material consultant to identify and specify removal of all materials deemed hazardous by local environmental or health organizations.
ARTICLE NINE: PAYMENT FOR SERVICES

9.1 Method of computing fees: Lump Sum Amount of Three Thousand Dollars and Zero Cents ($3,000.00).

All additional services are to be computed using the following hourly rates:

<table>
<thead>
<tr>
<th>Role</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal Architect</td>
<td>$185.00 per hour</td>
</tr>
<tr>
<td>Architect</td>
<td>$125.00 - $150.00 per hour</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$120.00 - $160.00 per hour</td>
</tr>
<tr>
<td>Design Staff</td>
<td>$115.00 - $130.00 per hour</td>
</tr>
<tr>
<td>Business Manager</td>
<td>$100.00 per hour</td>
</tr>
</tbody>
</table>

9.2 REIMBURSABLE AND SOFT COSTS EXPENSES:
Reimbursable expenses and soft costs will be billed for as they are incurred on this project.

9.3 INITIAL PAYMENT:
The Owner hereby agrees to make an initial payment of Zero Dollars and Zero Cents ($0.00). This payment will be held against final payment for all services rendered on this project. Upon final payment, a credit for all excess moneys will be issued to the Owner.

9.4 Invoices shall be payable within 30 days after the invoice date. If the invoice is not paid within 30 days the Architect may, without waiving any claim or right against the Owner, and without liability whatsoever to the Owner, terminate the performance of the service. Retainers shall be reimbursed after all services are completed and the final invoice is paid in full. Accounts unpaid 30 days after the invoice date may be subject to a monthly service charge of 1.5% on the then unpaid balance (18.0% true annual rate), at the sole election of the Architect. In the event any portion or all of an account remains unpaid 90 days after billing, the Owner shall pay all costs of collection and legal costs, including reasonable attorney’s fees.

9.5 The amounts of time estimated are based upon our professional judgment and based upon our experience with similar projects or situations. They are based upon the amounts of time which we believe that a particular task or service will require. We attempt to include a small amount of time for minor changes to the drawings. Changes that are of a significant nature, that is, changes to the scope of the project after the initial programming and planning, or that change the overall style of the project will be charged for at our hourly rates noted below unless the client requests an estimate of time in advance. In the case of continual minor changes, the Architect reserves the right to charge for additional services.
9.6 The fee amounts outlined do not include reimbursable expenses and/or soft costs. Reimbursable expenses and soft costs can include, but are not limited to, drawing or specification copies requested by the owner or required for pricing or construction, postage, shipping fees, computer software, computer and CAD equipment, technology, insurance, legal fees, professional registrations and fees, mileage, travel expenses, project related expenses and company overhead. The need for these will vary from project to project and will be charged for as they are incurred, or at a flat rate as shown above in Article 9.2.

**ARTICLE TEN: SIGNATURES OF AGREEMENT**

10.1 OWNER’S SIGNATURE:

___________________________________  DATE:

Chair, Linn County Board of Supervisors

MARTIN GARDNER ARCHITECTURE, P.C.
SIGNATURE:

___________________________________  DATE:

Kyle D. Martin, AIA, LEED AP, President
Farm Management Agreement Between  
Linn County, Iowa  
and  
The Sustainable Iowa Land Trust (SILT)

Agreement made on the 5th day of August, 2020, between Linn County, Iowa, referred to herein as Owner, and The Sustainable Iowa Land Trust, referred to herein as Manager.

Whereas, Owner is the owner of farm properties (Property or Properties) located at 622 Dows Road, and generally identified as Parcel A in Exhibit A attached to this Agreement and incorporated herein by reference; and

Whereas, Owner is seeking an experienced farmer or entity to develop, manage, and conduct agricultural operations as part of the Dows Farm Agri-Community, including growing food for the Dows Farm residents and greater community while providing educational activities to the larger area. Partnerships that leverage different partner strengths to help achieve success are welcome.

Whereas, the vision for the Dows Farm operation is of a financially viable, environmentally and socially responsible operation that grows healthy foods for people, and where the Dows Farm Agri-Community residents and others can participate to varying degrees in the acts of planting, growing, harvesting, eating and even celebrating food grown on the farm.

Whereas, Owner desires to employ Manager to supervise, maintain, service, manage, operate and lease to others those Properties under the terms and conditions of this Agreement;

Now, therefore, for and in consideration of the premises and of the mutual covenants contained in this Agreement and for other good and valuable considerations, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

I. Farm Properties

A. The farm properties (hereinafter referred to as Properties), to come under the terms of this Agreement are shown and identified in Exhibit A. No parcel of real property will be subject to the terms of this Agreement unless shown in Exhibit A. Exhibit A may be amended at any time during the continuance of this Agreement with the mutual consent of Owner and Manager.

B. If Exhibit A lists more than one Property, Owner may at any time withdraw any Property listed on Exhibit A by giving to Manager at least 30 days' notice in writing. The withdrawal will not affect or impair any right which has accrued to any party (including third parties) prior to the date when the withdrawal becomes effective. However, termination of this entire Agreement, as provided in Section V, will be distinguished from the withdrawal of individual Properties.

II. Duties of Manager

During the term of this Agreement, Manager will perform and discharge the following duties and responsibilities:
A. Agreements with others. Owner grants authority to Manager to negotiate and execute agreements with others, portions of the Property for farming purposes pursuant to the following terms:

1. All such agreements will be in writing and approved by Owner;

2. All such agreements shall include a provision the Property will be developed and managed by others in general accordance with the Farm Management Guidelines as contained in Exhibit B;

3. Any modifications, additions or deletions of an approved agreement will be subject to the prior written approval of Owner;

4. Except as otherwise directed by Owner in a particular case, all agreements will be in Manager's name.

5. Any fees or rents collected by Manager from such agreements, less attorney fees or other direct costs related to the administration of such agreements, shall be placed into a separate escrow account.

B. Manager will care for, manage and monitor the operation of the Properties, including portions under agreement with others, with Manager's employees or contract labor, and report to Owner in a timely manner any problems in connection with the Properties.

C. Manager will prepare and submit to Owner on or before the last day of March of each year a proposed operating plan with respect to each Property. An update on farm activities with respect to each Property is to be furnished to Owner not less than quarterly.

D. Manager will maintain regular surveillance of the Properties as conditions warrant, to supervise the obligations of any sub-lessee for repair and maintenance of the Properties.

E. Manager will report to Owner, and recommend for approval, infrastructure improvements and recommend other work on the Property as Owner and Manager deem necessary for the preservation, maintenance and improvement of the Property.

F. Manager will report annually to Owner on all income, expenses and cash transactions for the previous calendar year. In the event of the termination of this Agreement, copies of all these records kept by Manager will be delivered to, and will become the property of, Owner.

III. Compensation

A. In consideration of Manager's services, Owner will pay to Manager a management fee based on successful facilitation of stakeholder interests, signed agreements with nonprofit and farmer stakeholders, constructive participation in developer selection, and ongoing communications. Exhibit C sets out incentivized compensation schedule for deliverables by Manager.

B. Manager's fee will cover all compensation and fees to which it is entitled for services in connection with the Properties, unless otherwise expressly agreed in writing. Special reasonable fees may be charged for additional services as approved by Owner.
IV. Term

The term of this Agreement will commence on August 5, 2020 and, unless extended by written agreements between the parties, will expire on the earlier to occur of June 30, 2021, or any event stated in Section V. This Agreement may be extended as agreed to in writing by the parties, not later than 30 days preceding the applicable expiration date of this Agreement. During any extension term, all provisions of this Agreement will continue to apply except as modified in any written agreement extending this term. Any reference to the terms of this Agreement will include any extension term.

V. Termination

A. Manager may terminate its obligations on the failure of Owner to pay the fees and expenses in accordance with the terms of this Agreement. Manager will notify Owner, in writing, of the alleged failure to pay and if Owner does not cure the failure within 30 days after receipt of the notice, Manager may then terminate this Agreement.

B. Owner may terminate this Agreement if Manager fails to perform its duties and its obligations in accordance with the terms of this Agreement. Owner will notify Manager in writing of the alleged failure of performance and if Manager does not cure the failure within 30 days after receipt of the notice, Owner may then terminate this Agreement.

C. This Agreement, except for the respective indemnifications of the parties contained in Section VIII-H, will automatically terminate on the occurrence of any of the following:

1. The filing of a voluntary bankruptcy petition by or with the consent of either party or the filing of any involuntary bankruptcy petition against either party that is not dismissed within 60 days;

2. The dissolution or liquidation of either party;

3. With respect to any Property, on the sale of all or substantially all of that Property;

4. Manager's merger or consolidation with, or sale of substantially all its assets to a nonaffiliated third party, but only if Owner does not elect to continue this Agreement in effect by notifying Manager in writing;

D. On termination of this Agreement, Owner will pay to Manager all amounts due and owing for services rendered under this Agreement prior to the date of termination, and both parties will be discharged from any further obligation to each other except as expressly provided for. On termination of this Agreement for any reason or withdrawal of any Property, Manager will deliver to Owner the following with respect to each Property or with respect to the Property withdrawn, as the case may be:

1. A final accounting, reflecting the balance of income and expenses on each Property as of the date of termination or withdrawal to be delivered within 60 days after termination or withdrawal;

2. All records, contracts, agreements, leases, receipts for deposits, unpaid bills and
other papers or documents which pertain to each Property to be delivered immediately on termination or withdrawal.

VI. Insurance and Indemnification

A. The Manager shall carry minimum insurance limits and coverages as follows: (a) Worker’s Compensation Insurance and Employer’s Liability as required by State and Federal law; (b) Farmers Comprehensive General Liability and/or umbrella liability coverage with respect to the Manager’s use and occupancy of the premises, products and completed operations with bodily injury and property damage liability limits of not less than $1,000,000 per occurrence, $1,000,000 annual aggregate. As evidence to the above, Manager shall submit to Owner certificates of insurance on an annual basis or within 30 days of the date of this lease agreement.

B. Insurance by Owner. Linn County is self-insured with regards to any and all general liability claims, crime, and all automobile liability claims, including comprehensive and collision. This self-insured status is not the result of specific action by the Board of Supervisors, but results from Iowa law, which provides that political subdivisions are subject to liability for their torts and those of their officers and employees when acting within the scope of their duties (Iowa Code Chapter 670). Should a judgment creditor elect not to issue execution against a municipal corporation, a tax must be levied as early as practicable to pay the judgment (Iowa Code §§626.24, 670.10, and 627.18).

With regards to employee bonding, Linn County carries a Commercial Crime Policy issued by Travelers Insurance Company through the Accel Group., 3100 Oakland Road N.E., Cedar Rapids, Iowa 52406. The current policy is effective from December 31, 2019 until December 31, 2021. Commercial Property Insurance is issued by CHUBB and is also carried through the Accel Group. These policies are reviewed on an annual basis. Current limits serve as primary coverage. Secondary coverage would be secured through our self-insurance.

Linn County is self-insured with regards to worker’s compensation and that status has been approved through the office of the Iowa Workers’ Compensation Commissioner.

VII. Mediation

Any claim, dispute or other matter in question arising out of or related to this Agreement may be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Manager’s services, the Manager may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

The Owner and Manager may endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event,
mediation may proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

The parties shall share the mediator’s fee and any filing fees equally. The mediation shall be held in the place where the Property is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

If the parties do not resolve a dispute through mediation pursuant to this Section, the method of binding dispute resolution shall be the following: The Owner and Manager agree the dispute will be resolved in the Iowa District Court in and for Linn County.

VIII. Miscellaneous

A. All notices required or permitted under this Agreement will be in writing and will be effective at the earlier of the time when actually received by the party receiving the notice, regardless of the method of delivery, or five business days after the time the notice is deposited in the United States mail, by first-class mail, registered or certified, in an envelope properly stamped and addressed to the parties at the following addresses:

Owner: Chair, Linn County Board of Supervisors, 935 2nd St. SW, Cedar Rapids, IA 52404

Manager: Executive Director, Sustainable Iowa Land Trust, 101 W. Main Street, West Branch, IA 52358.

In the event the last day for giving any notice falls on a Sunday or a legal holiday, the last day will be the next business day which is not a legal holiday.

B. Owner has advised of any known existing environment or hazardous waste issues regarding the farm.

C. This Agreement will be governed by the law of the State of Iowa.

D. This Agreement will be binding on the parties and their successors and permitted assigns. Manager may not assign this Agreement or any part of it to any party without the express written consent of Owner. In the event of any permitted assignment, Manager will remain primarily liable under it.

E. This Agreement contains the entire agreement of the parties and may not be changed orally, but only by a writing signed by both parties.

F. Should any claims, demands, actions or other legal proceedings be made or instituted by any person against Owner which arise out of any of the matters relating to this Agreement, Manager will give Owner all pertinent information and reasonable assistance in the defense or other disposition under this Agreement. Should any claims, demands, actions or other legal
proceedings be made or instituted by any person against Manager which arise out of any of the matters relating to this Agreement, Owner will give Manager all pertinent information and reasonable assistance in the defense or other disposition under this Agreement.

G. Owner's consents and approvals may be given only by representatives by Owner from time to time designated in writing by the Chair of the Board of Supervisors located at the address in or pursuant to Section VIII-A. All consents and approvals will also be in writing.

H. Manager agrees to defend, indemnify and hold Owner harmless from any lawsuits, loss, damage, liability, judgment, settlement, cost or expense (including attorney's fees) that Owner may suffer as a result of any claim or action alleging or claiming that Manager is not properly licensed or qualified to supervise, manage, service, maintain, operate and lease the Properties or otherwise perform its duties and obligations under this Agreement. Owner agrees to defend, indemnify and hold Manager harmless from any lawsuits, loss, damage, liability, judgment, settlement, cost or expense (including attorney's fees) that Manager may suffer as a result of any claim or action alleging or claiming negligence or intentional acts on the part of Owner’s performance of its duties and obligations under this Agreement.

WITNESS our signatures as of the day and date first above stated.

___________________________________
Chair, Linn County Board of Supervisors

___________________________________
Executive Director, Sustainable Iowa Land Trust
Exhibit A. Farm Properties
Exhibit B. Farm Management Guidelines

Dows Farm follows these general land use and management guidelines to improve the overall quality of the farm by building soil, managing water, reducing weed pressure, controlling pests and being a good neighbor to the residents of Dows Farm Agri-Community. These include:

Certified Naturally Grown Practices

All farm management practices will work within the standards set by the Certified Naturally Grown program. These standards are applicable for produce, apiary, livestock, aquaponics and mushroom enterprises.

Integrated Pest Management (IPM)

At Dows Farm, an integrated pest management plan guides the use of all pesticides. IPM is a series of evaluations, decisions, and controls used in conjunction to suppress or eliminate pest problems. IPM is based on the premise that least-impactful pest management solutions (e.g., identification, monitoring, physical barriers) should be used before broader, more impactful approaches (biological or chemical controls). In accordance with IPM strategies, even OMRI-listed pesticides should be a last resort. As part of an IPM plan, Dows Farm maintains and installs beneficial insect habitat along field borders and in the interior of crop fields and pastures.

Soil Fertility

Dows Farm will maintain a soil pH between 6 and 7.5 unless a specific crop requires more acidic soil conditions. It will be the responsibility of the farm operator to maintain a satisfactory pH and to apply any needed nutrients. Since synthetic fertilizers are not allowed (see Certified Naturally Grown), the farm operator should consider various plant- and animal-based amendments. Compost is great for improving soil structure, adding organic matter, and infusing microbial activity. The farm operator will maintain or improve soil organic matter. This can be done by adding compost, reducing or eliminating tillage, applying mulches, and growing green manures.

Cover Crops

The use of cover crops is the primary tool for protecting soil, suppressing weeds, and adding organic matter at Dows Farm. Except in areas of active production, the farm operator will seed a fall cover crop of legumes and cereal grains to maintain active growing roots in the soil during the winter.

Crop Rotations and Blocking

Dows Farm follows two general considerations of rotations: fertility and pest. Basic fertility rotations involve not growing plants with similar edible parts (leaf, root, flower, and fruit) in the same place for consecutive years. Pest rotations consist of avoiding successions of plants within the same genus family. The farm operator will maintain a consistent rotation plan to main health of all crop fields.

Weeds and Management Strategies
Preventing weeds from reseeding and regenerating is essential to Dows Farm management. Acceptable means of controlling weeds are as follows: mulching, mowing, hoeing, cultivating and torching with flame weeders.

**Water Usage and Irrigation**

At Dows Farm, well water and municipal water are managed for the use of livestock watering and crop irrigation. The farm operator will maintain and protect from contamination a series of wells and a network of piping.

**Structures**

At Dows Farm, a series of permanent and temporary structures serve as necessary infrastructure for the farm’s enterprises. This includes, but is not limited to, greenhouses, sheds, shade structures and temporary crop protection structures called caterpillar tunnels.

**Compost and Manure**

Dows Farm manages its own compost system for recycling nutrients from livestock manure and crop debris. The farm operator will maintain an on-site composting area at the north edge of the property. This area is only used to compost livestock manure and crop debris that cannot be composted in the field. The composting area is maintained in a way to curb all leachate or runoff from leaving the property. The farm operator will maintain a deep bedding system in the livestock barns during winter in order to compost bedding and livestock manure in place.

Dows Farm adheres to proper compost and manure application practices. Composted manure and crop residue may not be applied between December 1st and March 1st. It is acceptable to apply organic mulches, which may include partially composted materials (not including manures), at any time.

**Livestock**

At Dows Farm, several types of livestock are part of the farm. These livestock may include cattle, chickens, turkeys and sheep. These livestock are managed following Certified Naturally Grown standards. These include strong standards for living conditions and access to pasture. At Dows Farm, pasture paddocks provide the necessary forage for the livestock during the growing season. The paddocks are managed under a strict rotational grazing system that follows a USDA Natural Resource Conservation Services pasture management plan and many of the best practices documented by organizations such as the Wallace Center at Winrock International. All grain fed to livestock at Dows Farm follows Certified Naturally Grown standards. The farm operator will maintain a series of permanent perimeter fences and interior temporary electric fences between paddocks. A system of underground piping and a well provide livestock water in each paddock.
## Exhibit C. Compensation Schedule

<table>
<thead>
<tr>
<th>Task</th>
<th>Timeline</th>
<th>Estimated Hours @ $30/hr.*</th>
<th>Compensation for Task</th>
</tr>
</thead>
<tbody>
<tr>
<td>Organize gathering of stakeholders in farm and determine interests and responsibilities</td>
<td>By Aug. 31, 2020</td>
<td>10</td>
<td>$300</td>
</tr>
<tr>
<td>Negotiate agreements with stakeholders (assuming 3 or fewer)</td>
<td>By Sept. 30, 2020</td>
<td>20 plus Legal Review</td>
<td>$600 + legal review</td>
</tr>
<tr>
<td>Participate in developer selection process</td>
<td>By Dec. 31, 2020</td>
<td>20</td>
<td>$600</td>
</tr>
<tr>
<td>Prepare farm listing/description for promotion</td>
<td>By Sept. 30, 2020</td>
<td>20</td>
<td>$600</td>
</tr>
<tr>
<td>Develop marketing plan</td>
<td>Sept. 30</td>
<td>15</td>
<td>$450</td>
</tr>
<tr>
<td>Post opportunity</td>
<td>Oct. 15</td>
<td>10</td>
<td>$300</td>
</tr>
<tr>
<td>Process applications</td>
<td>Dec. 1, 2020</td>
<td>3 hrs per app</td>
<td></td>
</tr>
<tr>
<td>Farmer Committee vetting and selection of applicants – for 2021 season</td>
<td>Target: December 2020</td>
<td>40</td>
<td>$1,200</td>
</tr>
<tr>
<td>Negotiate lease – for 2021 season</td>
<td>Target: Jan. 30, 2021</td>
<td>20</td>
<td>$600</td>
</tr>
<tr>
<td>Participate in discussions over infrastructure improvement to assure it is first and foremost functional for farmer and agricultural use.</td>
<td>June 2021</td>
<td>30</td>
<td>$900</td>
</tr>
<tr>
<td>Manage ongoing relationship with stakeholders.</td>
<td>Monthly</td>
<td>6 hrs/mo.</td>
<td>$180/month (2,160/yr.)</td>
</tr>
<tr>
<td>Manage ongoing relationship with developer.</td>
<td>Monthly</td>
<td>5 hrs/mo.</td>
<td>$150/month (1,800/yr.)</td>
</tr>
<tr>
<td>Process applications – 2022 Season if necessary</td>
<td>Dec. 2021</td>
<td>3 hrs per app</td>
<td></td>
</tr>
<tr>
<td>Farmer Committee vetting of applicants – for 2022 season</td>
<td>Target: December 2021</td>
<td>40</td>
<td>$1,200</td>
</tr>
<tr>
<td>Choose farmer and negotiate lease – for 2022 season</td>
<td>Target: Jan. 2022</td>
<td>20</td>
<td>$600</td>
</tr>
<tr>
<td>Quarterly Reports to Linn County</td>
<td>Dec. 31, 2020</td>
<td>3 hrs ea.</td>
<td>$360</td>
</tr>
<tr>
<td></td>
<td>March 31, 2021</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>June 30, 2021</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Sept. 30, 2021</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total compensation amount not to exceed: $12,000