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.

Contract and Agreements

Approve and authorize Chair to sign a Linn County Children’s Mental Health Assistance Program Fiscal Year 2021 Provider Agreement with Brooke Arp PLC dba Envisions Therapy Associates

Approve and authorize Chair to sign a Third Amendment to the Community Partnership for Protecting Children (CPPC) contract between the Iowa Department of Human Services and Linn County decreasing the contract payment by $1,500 effective November 1, 2020

Approve bid and authorize Chair to sign contracts for Soil Borings to be completed on bridge #1053, on Bertram Road, to Terracon Consultants, Inc. in the amount of $7,000.00 for the Secondary Road Department

Award bid and authorize Chair to sign contracts for Winter Concrete Sand for the following locations:
• Alice Shop to Wendling Quarries, Inc. in the amount of $18,000.00
• Drexler Shop to Weber Stone Co. in the amount of $14,250.00
• Main Shop to Martin Marietta Aggregates in the amount of $22,950.00
• Morgan Creek Shop to Martin Marietta Aggregates in the amount of $7,650.00
• Mt. Vernon Shop to Martin Marietta Aggregates in the amount of $10,462.50
• Toddville Shop to Wendling Quarries, Inc. in the amount of $12,225.00
• Walford Shop to Martin Marietta Aggregates in the amount of $3,825.00
• Whittier Shop to Weber Stone Co. in the amount of $4,750.00

Licenses & Permits
Regular Agenda

Discuss and Decide on Consent Agenda

Minutes
Discuss and decide on meeting minutes.

Discuss and decide on actions related to the storm of August 10, 2020

Update on Linn County’s response to COVID-19

Second consideration for rezoning case JR20-0005 request to rezone property located in the 4200 block of Boy Scouts Rd, SW SW 17-85-05, from VR (Village Residential) district to CNR (Critical Natural Resources) zoning district, approximately 0.29 acres, Ken Lillig & Kay Lillig Cotter, owners.

Approve and authorize Chair to sign and submit a proposal to the U.S. Board on Geographic Names to change the name of a creek in Linn County from Squaw Creek to Wanatee Creek

Discuss and decide on proposed professional services agreement with Enforce Consulting to provide Dayforce Technical Account Management (TAM) services at a cost of $36,000 for six months.

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

Claims
Discuss and decide on claims.

Board Member Reports

Correspondence

Appointments

Closed Session

The Board will enter into a closed session pursuant to Iowa Code Section 21.5(1)(k) to discuss information contained in records in the custody of a governmental body that are confidential records pursuant to section 22.7, subsection 50

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 1-800-945-0974, access code 501116
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.
Third Amendment to the Community Partnership for Protecting Children (CPPC) Contract

This Amendment to Contract Number DCAT4-19-066 is effective as of November 1, 2020, between the Iowa Department of Human Services (Agency) and Linn County Board of Supervisors (Contractor).

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

Revision 1. Section 1.3.4.1, Pricing. The maximum amount the Contractor will be compensated is hereby amended to $118,500.00 for the entire term of the Contract.

Revision 2. Section 1.3.4.1, Payment Table. Contract payments are amended as follows:

<table>
<thead>
<tr>
<th>Contract Duration</th>
<th>Amount Not to Exceed</th>
</tr>
</thead>
<tbody>
<tr>
<td>07/01/20 - 06/30/21</td>
<td>$18,500.00</td>
</tr>
<tr>
<td>07/01/21 - 06/30/22</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>07/01/22 - 06/30/23</td>
<td>$20,000.00</td>
</tr>
<tr>
<td>07/01/23 - 06/30/24</td>
<td>$20,000.00</td>
</tr>
</tbody>
</table>

Note: continued payment for any contract extension years is contingent upon extension of the Contract.

Revision 3. Section 1.3.4.2, Payment Methodology, is deleted and replaced as follows:
The Contractor will be paid for the services described in the Scope of Work Section, a fee not to exceed $18,500.00 for the current contract term.

Failure to meet the performance measures will result in reduction of payment. Contractor will be reimbursed as follows:

a) Meet 5 or more performance measures = 100% of actual expenses.
b) Meet 4 performance measures = 90% of actual expenses.
c) Meet less than 4 performance measures = 50% of actual expenses.

Section 2: Ratification & Authorization
Except as expressly amended and supplemented herein, the Contract shall remain in full force and effect, and the parties hereby ratify and confirm the terms and conditions thereof. Each party to this Amendment represents and warrants to the other that it has the right, power, and authority to enter into and perform its obligations under this Amendment, and it has taken all requisite actions (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Amendment, and that this Amendment constitutes a legal, valid, and binding obligation.
Section 3: Execution

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

<table>
<thead>
<tr>
<th>Contractor, Linn County Board of Supervisors</th>
<th>Agency, Iowa Department of Human Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature of Authorized Representative:</td>
<td>Signature of Authorized Representative:</td>
</tr>
<tr>
<td>Date:</td>
<td>Date:</td>
</tr>
<tr>
<td>Printed Name: Ben Rogers</td>
<td>Printed Name: Matt Majeski</td>
</tr>
<tr>
<td>Title: Chair, Linn County Board of Supervisors</td>
<td>Title: Service Area Manager</td>
</tr>
</tbody>
</table>
### Four soil borings for Bridge 1053 on Bertram Road

<table>
<thead>
<tr>
<th>Company</th>
<th>Qty</th>
<th>Unit</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Terracon Consultants</td>
<td>4</td>
<td>Each</td>
<td>$1,750.00</td>
<td>$7,000.00</td>
</tr>
<tr>
<td>Team Services, Inc.</td>
<td></td>
<td></td>
<td></td>
<td>NO BID</td>
</tr>
<tr>
<td>Braun InterTec</td>
<td></td>
<td></td>
<td></td>
<td>NO RESPONSE</td>
</tr>
</tbody>
</table>
PRIVATE CONTRACT

Kind of Work: **Soil Borings**

Project No.: **L-SOIL BORINGS BR 1053(2020)**

THIS AGREEMENT made and entered by and between Linn County, Iowa, by its Board of Supervisors consisting of the following members: Ben Rogers, Brent Oleson and Stacey Walker, party of the first part, and Terracon Consultants, Inc. of Cedar Rapids, Iowa, party of the second part.

WITNESSETH: That the party of the second part, for and in consideration of Seven thousand & 00/100 Dollars ($7,000.00) payable as set forth in the quotation form constituting a part of this contract, hereby agrees to perform the following service.

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Item</th>
<th>Quantity</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Bridge 1053 on Bertram Road in section 30-83-6</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>Four soil borings spaced across the span per quote dated 9/18/2020</td>
<td>4 Each</td>
<td>$1,750.00</td>
<td>$7,000.00</td>
</tr>
</tbody>
</table>

Standard specifications of the IDOT, Series 2019, and current supplemental specifications shall apply.

That in consideration of the foregoing, the party of the first part hereby agrees to pay to the party of the second part, within thirty (30) days after the submittal of an invoice.

That it is mutually understood and agreed by the parties hereto that the requirements for soil borings, the within this Agreement and the proposal submitted by the party of the second part are and constitute the basis of this Agreement between the parties hereto.

That it is further understood and agreed by the parties of this Agreement that the above service shall be completed on or before:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Approx. or Specified Starting Date or Number of Working Days</th>
<th>Completion Date</th>
<th>Liquidated Damages Per Working Day</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>5</td>
<td>October 30, 2020</td>
<td>$50.00</td>
</tr>
</tbody>
</table>

That time is the essence of this contract and that this Agreement contains all of the terms and conditions agreed upon by the parties hereto.

**Consequential Damages.** Neither party shall be liable to the other for loss of profits or revenue; loss of use or opportunity; loss of good will; cost of substitute facilities, goods, or services; cost of capital; or for any special, consequential, indirect, punitive, or exemplary damages.

**Standard of Care.** The party of the second part will perform the services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale.

**Site Access and Safety.** The party of the first part shall secure all necessary site related approvals, permits, licenses, and consents necessary to commence and complete the services and will execute any necessary site access agreement. The party of the second part will be responsible for supervision and site safety measures for its own employees, but shall not be responsible for the supervision or health and safety precautions for any third parties, including the party of the first part’s contractors, subcontractors, or other parties present at the site.

**Indemnity.** The party of the second part shall indemnify and hold harmless the party of the first part and its employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by the party of the second part’s negligent acts, errors, or omissions. In the event such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of the party of the second part and the party of the first part, they shall be borne by each party in proportion to its own negligence under comparative fault principles.
Insurance. The party of the second part represents that it now carries, and will continue to carry: (i) workers’ compensation insurance in accordance with the laws of the states having jurisdiction over its employees who are engaged in the aervices, and employer’s liability insurance ($1,000,000); (ii) commercial general liability insurance ($1,000,000 occ / $2,000,000 agg); (iii) automobile liability insurance ($1,000,000 B.I. and P.D. combined single limit); and (iv) professional liability insurance ($1,000,000 claim / agg). The party of the first part, its officers and employees will be named as additional insured with respect to commercial general liability insurance and automobile liability insurance.

It is further understood that the second party consents to the jurisdiction of the courts of Iowa to hear, determine and render judgment as to any controversy arising hereunder.

IN WITNESS WHEREOF the parties hereto have set their hands for the purposes herein expressed to this and three other instruments of like tenor, as of the ___ day of ____________, 2020.

Linn County, Iowa
Party of the First Part

By ________________________________
Chairperson

Terracon Consultants, Inc.
Party of the Second Part

By ________________________________
Party of the Second Part

42-1249917
Federal I.D. or Social Security Number
<table>
<thead>
<tr>
<th>Shop/Shop - District</th>
<th>ITEM</th>
<th>APPROXIMATE QUANTITY/TONS</th>
<th>PRICE PER TON</th>
<th>HAUL PRICE PER TON</th>
<th>TOTAL PRICE</th>
<th>PRICE PER TON</th>
<th>HAUL PRICE PER TON</th>
<th>TOTAL PRICE</th>
<th>PRICE PER TON</th>
<th>HAUL PRICE PER TON</th>
<th>TOTAL PRICE</th>
<th>PRICE PER TON</th>
<th>HAUL PRICE PER TON</th>
<th>TOTAL PRICE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Alice Shop - District #4</td>
<td>Concrete Sand</td>
<td>1,000</td>
<td>$12.75</td>
<td>$2.25</td>
<td>$18,000.00</td>
<td>$15.00</td>
<td>$4.00</td>
<td>$19,000.00</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Drexler Shop - District #3</td>
<td>Concrete Sand</td>
<td>750</td>
<td>$12.75</td>
<td>$7.35</td>
<td>$15,075.00</td>
<td>$15.00</td>
<td>$4.00</td>
<td>$14,250.00</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Main Shop</td>
<td>Concrete Sand</td>
<td>750</td>
<td>$12.75</td>
<td>$4.85</td>
<td>$26,400.00</td>
<td>$15.00</td>
<td>$10.00</td>
<td>$28,500.00</td>
<td>$10.55</td>
<td>$4.75</td>
<td>$22,950.00</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Morgan Creek Shop - District #1</td>
<td>Concrete Sand</td>
<td>500</td>
<td>$12.75</td>
<td>$4.85</td>
<td>$8,800.00</td>
<td>$15.00</td>
<td>$10.00</td>
<td>$12,500.00</td>
<td>$10.55</td>
<td>$4.75</td>
<td>$7,650.00</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Mount Vernon Shop - District #2</td>
<td>Concrete Sand</td>
<td>750</td>
<td>$12.75</td>
<td>$2.60</td>
<td>$11,512.50</td>
<td>$15.00</td>
<td>$4.00</td>
<td>$14,250.00</td>
<td>$10.55</td>
<td>$3.40</td>
<td>$10,482.50</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Toddville Shop - District #1</td>
<td>Concrete Sand</td>
<td>750</td>
<td>$12.75</td>
<td>$3.55</td>
<td>$12,225.00</td>
<td>$15.00</td>
<td>$4.00</td>
<td>$14,250.00</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Walford Shop - District #2</td>
<td>Concrete Sand</td>
<td>250</td>
<td>$12.75</td>
<td>$5.25</td>
<td>$4,500.00</td>
<td>$15.00</td>
<td>$10.00</td>
<td>$6,250.00</td>
<td>$10.55</td>
<td>$4.75</td>
<td>$3,825.00</td>
<td>-</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Whittier Shop - District #3</td>
<td>Concrete Sand</td>
<td>250</td>
<td>$12.75</td>
<td>$7.35</td>
<td>$5,025.00</td>
<td>$15.00</td>
<td>$4.00</td>
<td>$4,750.00</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td>-</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
LINN COUNTY ORDINANCE No. – – 2020

AN ORDINANCE AMENDING THE OFFICIAL ZONING MAP OF LINN COUNTY, IOWA BY REZONING AND CHANGING THE DISTRICT CLASSIFICATION OF CERTAIN PROPERTY LOCATED IN THE 4200 BLOCK OF BOY SCOUTS RD, OR NEAR THE INTERSECTION OF BOY SCOUTS AND WAPSI BANKS ROAD, IOWA FROM THE “VR” VILLAGE RESIDENTIAL TO THE “CNR” CRITICAL NATURAL RESOURCES ZONING DISTRICT

BE IT ORDAINED by the Board of Supervisors of Linn County, Iowa, as follows:

SECTION 1. ZONING DISTRICT CHANGED. The zoning of property located in the 4200 Block of Boy Scouts Rd, Iowa legally described as:

Parcel A, Plat of Survey No. 2466, Linn County, Iowa

SECTION 2. ZONING MAP AMENDED. The Planning and Development Director, or his/her designee, is instructed to modify the Official Zoning Map of Linn County, Iowa to reflect the district classification change described in Section 1.

SECTION 3. REPEALER. All ordinances or parts of ordinances in conflict with this ordinance are repealed.

SECTION 4. SEVERABILITY. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 5. SAVING. The Code of Ordinances, Linn County, Iowa, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 6. EFFECTIVE DATE. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

Public hearing and first consideration on the 5th day of October, 2020

Second consideration on the 7th day of October, 2020

Third and final passage on the ______ day of October, 2020.
Published in the Gazette on the ________ day of October, 2020.

LINN COUNTY BOARD OF SUPERVISORS

______________________________
Chairperson

______________________________
Supervisor

______________________________
Supervisor

ATTEST:

______________________________
Joel D. Miller, Linn County Auditor

STATE OF IOWA )
COUNTY OF LINN )

I, _________________________________, County Auditor of Linn County, Iowa, hereby certify that the above and foregoing is a true copy of an ordinance passed by the Linn County Board of Supervisors at a regular meeting of said Board held on ______________________, 2020 and published as provided by law on ______________________, 2020.

______________________________
Linn County Auditor

Subscribed and sworn to me this _____ day of __________, 2020.

______________________________
Notary Public, State of Iowa
Technical Account Management – (TAM)

Statement of Work for

October 5, 2020
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PROFESSIONAL SERVICES STATEMENT OF WORK

The following estimated Professional Services Statement of Work ("SOW") constitutes a legal agreement entered into as of October 5, 2020 ("SOW Date"), between Enforce, LLC. ("Enforce") and County of Linn ("Linn" or "Customer") with respect to the terms and conditions applicable to certain professional services ("Professional Services") to be provided by Enforce related to Customer’s instance of the Ceridian Dayforce HCM System ("Ceridian Service" or "Dayforce"). The Professional Services outlined below will be provided to the Customer subject to the terms and conditions set forth below.

The terms and conditions and pricing listed in this SOW shall be valid for a period of thirty (30) days from the SOW date and will expire unless executed by the Parties. Should Customer choose to renew this Professional Services agreement, the same fees shall apply for the Renewal Term.

<table>
<thead>
<tr>
<th>SOW Overview (&quot;Overview&quot;)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Term</strong></td>
</tr>
<tr>
<td><strong>Professional Services cost</strong></td>
</tr>
<tr>
<td><strong>Summary of services</strong></td>
</tr>
</tbody>
</table>

**Project Coordinator:**
- Linn:
  - Lisa Powell
  - Lisa.Powell@linncounty.org
  - Rhonda Betsworth
  - Rhonda.Betsworth@linncounty.org
- Enforce:
  - Michael McKay
  - michael@enforceconsulting.com
  - (972) 998-0303

**Project Location:**
- Customer and Enforce will conduct agreed upon onsite Project work, if applicable, from Customer offices.
- Enforce will conduct offsite project work from Enforce offices.

1. **Understanding of the Situation**

Enforce thanks Linn for their request to provide Dayforce application assistance through our Technical Account Management ("TAM") services.
Linn has determined the intended ROI from the Dayforce system is not being realized. Certain operational issues and/or opportunities exist to improve the overall performance of the Dayforce solution. Linn wishes to continue to work with Enforce resources.

This SOW represents Enforce’ recommended suite of TAM services and corresponding hours allotment.

2. Project Objectives, Scope and Deliverables

2.1 Objectives

Customer has requested that Enforce provide resources to augment Customer’s resource capability and capacity with efforts of the Ceridian Service (the “Project”). Enforce and Customer shall commit resources to work on the Project as set forth below (the “Project Team”) to complete the activities within this SOW. Enforce will leverage our existing Dayforce implementation project experiences as a foundation for all TAM related activities. It is Enforce desire to perform our services in an efficient and effective manner. Our primary objective is to assist Linn in realizing its desired ROI objectives from the Dayforce application.

2.2 Scope

Subject to the assumptions set forth below and any changes in scope reflected in a mutually executed change order (“Change Order”), Enforce will provide the Professional Services described below as in-scope for this SOW. The scope of the Project will include (i) Dayforce configuration; (ii) custom Dayforce reporting; (iii) insights & analytics leveraging Dayforce data; (iv) open enrollment support; and (v) Dayforce new release support. The Enforce team will have a fixed number of hours (“Monthly Hours”) per month that are available upon request from Customer to perform these Dayforce related tasks.

The Monthly Hours available to Customer shall be up to 28 hours. It is anticipated the TAM hours each month will be allocated to the following tasks in approximately the associated percentages:

- Monthly Allocation 60% - TAM Support/Configuration Fixes including Customer trouble ticket monitoring & resolution, where possible (excludes Dayforce product related support)
- Monthly Allocation (pending allocation, subject to release schedule) - New Release Support
- Monthly Allocation 30% - Custom Reporting & Open Enrollment Support
- Monthly Allocation 5% - Insights & Analytics
- Monthly Allocation 5% - TAM Project Management

Linn may elect to use the Monthly Hours in an allocation which differs from the suggested percentage allocation indicated above subject to Linn communicating to Enforce in advance of the next calendar month whereby the monthly allocation will differ from the suggested monthly allocation. The Monthly Hours usage will be determined by Customer.

Unused Monthly Hours (“Unused Monthly Hours”) shall be permitted to carry forward into future months (“Unused Hours Carry Forward”). The Unused Hours Carry Forward shall be strictly limited to the previous trailing 1-month period and shall be capped at a maximum Unused Hours Carry Forward of 28 hours in a given month. Should Linn choose to Terminate or not renew the Term of this Agreement, any Unused Monthly Hours will be void.
Should Customer desire to add additional hours during a given month, the process outlined in Section 4: Changes in Project Scope will be followed. Enforce shall add and invoice additional Linn requested hours at a rate of $150/hour.

2.3 Approach, Staffing and Term

Enforce will assign a single point of contact to Customer for all activities within the scope of this SOW. Enforce proposes to provide a TAM trouble ticket system to capture Customer’s Dayforce issues. The Enforce team will assess the issue and seek to resolve the issue in a prompt and accurate manner.

Enforce will provide up to five (5) implementation consultants to work with Customer during the TAM Project. The specific resource staffing and schedule will be maintained by the Enforce point person and will be adjusted based on the specific task needs during the month.

The term of this SOW begins October 17, 2020 and continues for a period of six (6) months (“Term”).

3. Assumptions

3.1 General Assumptions

- Customer and Enforce will hold regular Project status meetings (“Project Status Meetings”) with full Project Team to facilitate the implementation of this SOW. Project timeline estimates are based on availability of Customer resources and key decision makers. Lack of access to project stakeholders will impact project timelines and costs if decisions cannot be made in timely fashion.

- Customer will provide the appropriate level of Project sponsorship to ensure buy-in at the top levels of the organization. Though not required on weekly meetings, Customer’s Executive Sponsor will be able to devote (1) hour per month (“Project Sponsor Meetings”) throughout the Term to support the Project agenda within the company. The Project Team will have timely access to other key management and user constituents as required. Neither the Project Status Meetings nor the Project Sponsor Meetings shall incur time against the Monthly Hours.

- The following are out of scope for this SOW:
  - Certain Dayforce product related issues are not within the scope and will require Customer to seek Dayforce product support directly from Ceridian.

4. Changes in Project Scope

Any requests to deliver items deemed ‘out of scope’ in Section 2 must be made in writing and signed by both Enforce and Customer via a formal change order (“Change Order”). Each accepted Change Order will be incorporated herein by reference and will be subject to the terms and conditions of the SOW and the Attachments.

5. Enforce Fees and Expenses

Enforce will perform the Professional Services outlined above on a fixed fee basis as outlined below (“Services Fees”).
5.1 Services Fees

Enforce’ Professional Services Fees shall be invoiced in accordance with the payment schedule below. *Customer will pay all Services Fees by the due date specified on invoice from Enforce. Due date payments shall be in accordance with the Payment Schedule below.*

<table>
<thead>
<tr>
<th>Payment Schedule</th>
<th>Amount Due</th>
</tr>
</thead>
<tbody>
<tr>
<td>Payments due on the 17th day of each month</td>
<td>$6,000</td>
</tr>
<tr>
<td><em>Note: Initial Payment shall be due on October 17, 2020</em></td>
<td></td>
</tr>
</tbody>
</table>

**Payment Information**

- Contact Name: ____________________________
- Email Address: ___________________________
- Phone Number: ____________________________
- Billing Address: __________________________
- Customer PO (if required): __________________________

5.2 Travel Expenses

Any travel, Per Diem and project expenses incurred will be the responsibility of the Customer in addition to this fee and will be billed as actual charges. It is estimated no travel expenses related to this SOW will exist.

Per Diem is intended to cover meals and incidentals when an Enforce employee is traveling on behalf of the Customer. Enforce policy dictates that per diem rates without receipts are $50 per day per employee traveling for the Customer project.

**Per Diem Definitions:**

- Meals and Incidentals - Meals are defined as breakfast, lunch, dinner, related food items and taxes (specifically excluding, all alcoholic beverages and personal entertainment, and any expenses incurred for anyone other than the traveler). Incidental expenses are combined with meals into a single rate. The term “incidental” includes, but is not limited to, expenses for laundry and fees and gratuities for services (i.e., baggage handlers, etc.)
- Per Diem does not include transportation costs - airfare, hotel, car rental, taxicab fares, parking, airport & hotel shuttle fares, and telephone calls. These transportation costs will be reimbursed as actual expenses when incurred.

5.3 Taxes

Unless otherwise stated in writing, the Services Fees do not include any taxes levies, duties or other similar government assessments of any nature, including but not limited to value added, sales and use, or
withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively “Taxes”). Customer is responsible for paying all Taxes associated with this SOW except for Taxes assessable against Enforce based on its income, property and employees. If Enforce has the legal obligation to pay or collect Taxes for which Customer is responsible pursuant to this SOW, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides Enforce with a valid tax exemption certificate authorized by the appropriate taxing authority.

6. Warranties

6.1 Enforce Warranties

Enforce represents and warrants that the Professional Services provided hereunder shall be provided in a professional and workmanlike manner. In the event of a breach of this warranty, Enforce shall re-perform the applicable Professional Services within a reasonable time provided that Customer notifies Enforce within ninety (90) days following the date of completion of the applicable Professional Services.

6.2 Disclaimer

EXCEPT AS SPECIFICALLY PROVIDED FOR IN SECTION 6.1, THERE ARE NO WARRANTIES WITH RESPECT TO THE PROFESSIONAL SERVICES OR THE DELIVERABLES, EXPRESS OR IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT. CUSTOMER ACKNOWLEDGES THAT ENFORCE HAS NO RESPONSIBILITY OR LIABILITY FOR ANY ASPECTS OF THE OPERATION OR USE OF THE CERIDIAN SERVICE OR FOR ANY OTHER THIRD-PARTY SERVICES THAT INTERACT WITH THE CERIDIAN SERVICE.

7. Indemnification

Enforce shall defend any action brought against Customer by any third-party claimant to the extent the claim arises due to any bodily injury or damage to tangible property caused by Enforce in connection with its performance of Professional Services on site at a Customer facility; provided, that Customer notifies Enforce promptly in writing of the claim and Enforce will allow Linn County to participate in the defense and negotiations for settlement or compromise thereof.

8. Insurance

During the Term, Enforce will maintain, at its own expense, on an occurrence basis: (a) commercial general liability insurance (including contractual liability) of at least $1,000,000 per occurrence; (b) if available for the type of service Enforce is providing, professional liability insurance (including errors and omissions coverage) of at least $1,000,000 per occurrence. On Customer's request, Enforce will provide insurance certificate(s) confirming Customer's compliance with all insurance requirements.

9. Confidential Information

Confidential Information means, to the extent previously, presently or subsequently disclosed by Customer (including its clients, affiliates and their respective directors, officers, employees, and agents) to Enforce, all financial, business, legal and technical information of Customer or any of its affiliates, suppliers, customers and employees (including information about research, development, operations, marketing, transactions, regulatory affairs, discoveries, inventions, methods, processes, articles,
materials, algorithms, software, specifications, designs, drawings, data, strategies, plans, prospects, know-how and ideas, whether tangible or intangible, and including all copies, abstracts, summaries, analyses and derivatives thereof). Confidential Information shall not include any information that (a) was rightfully known to Enforce without restriction before receipt from Customer or (b) is or becomes generally known to the public through no fault of Enforce. The terms and conditions of any transaction or possible transaction between the parties, the fact that disclosures, evaluations or discussions are taking place, and the status and results thereof are all Confidential Information. Enforce agrees not to use, copy or disclose to any person, firm or corporation any Confidential Information obtained during the course of providing the services and Deliverables to Enforce, unless such use, copying or disclosure is necessary to accomplish Enforce’ work and Customer authorizes such disclosure. Confidential Information is, and will remain, the property of Customer. This SOW does not grant or otherwise give Enforce ownership in or other rights to Confidential Information or any other Customer intellectual property. Upon termination and as otherwise requested by Customer, Enforce will promptly return to Customer all items and copies containing or embodying Confidential Information, except that Contractor may keep its personal copies of its compensation records and this SOW.

Enforce shall have the right, upon written consent from Customer, to reference Customer and project scope in marketing and business development activities.

10. Intellectual Property

“Customer Data” means data of Customer in electronic form input, collected or accessed by Enforce in the course of performing the Professional Services under this SOW. “Deliverables” means work product provided by Enforce as part of Enforce’ performance of the Professional Services. Customer owns all rights, title and interest in and to Customer Data. Customer shall have sole responsibility for the legality, reliability, integrity, accuracy and quality of Customer Data. Subject to the foregoing, Customer grants Enforce a worldwide, royalty-free, transferable, sublicensable, irrevocable, perpetual license to use the Customer Data for the purposes set forth herein. As between Customer and Enforce, Enforce owns all right title and interest to the Deliverables (except for the Customer Data) and hereby grants Customer a worldwide, royalty-free, license to use the Deliverables as permitted under the terms of it subscriptions agreement with Ceridian, Inc. with respect to Customer’s authorized use of the Ceridian Service.

11. Limitation of Liability

EXCEPT FOR BREACH OF CONFIDENTIALITY OBLIGATIONS OR INDEMNIFICATION OBLIGATIONS UNDER SECTION 7, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER PARTY FOR ANY SPECIAL, EXEMPLARY, INCIDENTAL, INDIRECT, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS, REVENUE, AND BUSINESS), WHETHER BASED ON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, EQUITY, PRODUCT LIABILITY, FUNDAMENTAL BREACH, OR OTHERWISE ARISING FROM OR RELATED TO THIS SOW, REGARDLESS OF WHETHER OR NOT THE PARTY TO BE CHARGED HAS BEEN ADVISED OF THE POSSIBILITY OF ANY SUCH DAMAGES. IN NO EVENT WILL THE AGGREGATE LIABILITY OF EITHER PARTY IN CONNECTION WITH THIS SOW EXCEED THE TOTAL AMOUNTS PAID AND PAYABLE TO ENFORCE UNDER THIS SOW. NOTWITHSTANDING THE FOREGOING, WITH RESPECT TO INDEMNIFICATION OBLIGATIONS UNDER SECTION 7, EACH PARTY’S AGGREGATE AND
CUMULATIVE LIABILITY UNDER THIS SOW WILL NOT EXCEED THREE TIMES (3X) THE AMOUNT OF FEES PAID OR PAYABLE TO ENFORCE UNDER THIS SOW.

12. Notices

Notices, permissions and approvals hereunder shall be in writing and shall be deemed to have been given upon: (i) personal delivery, (ii) the third business day after mailing by certified mail, or (iii) the first business day after sending by overnight delivery service. The mailing address for each party shall be as set forth in the introductory paragraph above (or as otherwise designated by a party in accordance with this Section 12). Notices to Enforce shall be addressed to the attention of Enforce’ Chief Executive Officer. Notices to Customer shall be addressed to the attention Lisa Powell and Rhonda Betsworth.

13. Assignment/Subcontracting

Neither party may assign any of its rights or obligations under this SOW without the other party’s prior written consent (not to be unreasonably withheld or delayed); provided, however, either party may assign this SOW in its entirety without the other party’s consent to an affiliate or in connection with a merger, acquisition, corporate reorganization, or sale of all or substantially all of its assets not involving a direct competitor of the other party. Subject to the foregoing, this SOW shall bind and inure to the benefit of the parties, their respective successors and permitted assigns. Customer acknowledges that Enforce may engage the assistance of subcontractors for purposes hereunder.
14. Entire SOW/Amendment

This SOW and the Attachments hereto set forth the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to the subject matter hereof. This SOW may not be amended except by the written agreement of the parties.

15. Counterparts

This SOW may be executed electronically, by facsimile, and in counterparts, which taken together shall form one legal instrument.

SIGNATURE PAGE TO STATEMENT OF WORK (SOW)

Acknowledged and Accepted:

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APPENDIX 1 – CHANGE ORDER TEMPLATE

Enforce Change Order # ________
The following Enforce Change Order # ___ is entered into as of the ___ day of ____, 201___, between Enforce and Customer pursuant to the SOW dated ________. This Change Order shall become effective on the last date signed by the parties hereto.

WHEREAS, Enforce and Customer have further entered into a SOW dated _____ 201__, in connection with the Statement of Work (“SOW”); and
WHEREAS, Customer and Enforce both wish to enter into this Change Order to amend the scope of the SOW;

NOW, THEREFORE, in consideration of the foregoing and the mutual promises, covenants and agreements set forth below, and for other good and valuable consideration, the receipt and sufficiency of which the parties hereby acknowledge, the parties agree as follows:

1. Change of Project Objectives, Scope and Responsibilities (Describe in detail all Services that will be added, changed or deleted)

2. Change of Project Justification (Describe justification for Change Order listed above)

3. Change in Deliverables, if any
   Deliverable # ______
   Number of Work Days Needed:
   Expected Delivery Date:

4. Change in Fees and Expenses
   It is hereby acknowledged and agreed that the fixed fee price for the Services specifically identified in this Change Order will be $_________________. The Total Services Fee (covering cumulative fees for Services under this Change Order and the applicable SOW) now total $_________________. This price does not include travel or related expenses, which shall be paid in accordance with the SOW.
   IN WITNESS WHEREOF, the parties hereto have executed this Change Order as of the effective date first written above with respect to the SOW.

Acknowledged and Accepted:

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