

**BOARD OF SUPERVISORS**District 1 | **Stacey Walker**District 2 | **Ben Rogers**District 3 | **Louis J. Zumbach****JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER**

935 2ND ST. SW

CEDAR RAPIDS, IA 52404

PH: 319-892-5000 | FAX: 319-892-5009

LinnCountyIowa.gov

**LINN COUNTY BOARD OF SUPERVISORS  
MEETING AGENDA**

Wednesday, August 10, 2022

11 a.m.

Formal Board Room—Jean Oxley Public Service Center  
935 2nd St. SW, Cedar Rapids, IA**Call to Order****Pledge of Allegiance****Public Comment: Five Minute Limit per Speaker**

This comment period is for the public to address topics on today's agenda.

**Consent Agenda**

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

**Resolutions**

Resolution authorizing the vacation of A portion of Town of Western, located in the NE 1/4 SW 1/4, Section 34, T. 82N., R.07W. of the 5th P.M., Linn County, Iowa described as follows: The east half of the alley lying adjacent to the west line of Lots 93, 94 and 95 of said Town of Western and the north half of Sycamore Street lying adjacent to said Lot 93 and the alley lying between said Lots 94 and 95. Said vacated area = 11,963 sf or 0.27 acres.

Resolution approving amendments to the 28E Agreement for the Mental Health/Disability Services of the East Central Region (MHDS-ECR)

Resolution to approve a final plat for Wilder Acres First Addition, case JF22-0020

**Contract and Agreements**

Approve and authorize Chair to sign chiller maintenance contracts between Linn County and Daikin effective July 1, 2022 through June 30, 2023 for the following buildings:

- Community Services Center for \$2,796.00
- Dr Percy and Lileah Harris Building for \$4,484.00
- Public Service Center for \$4208.00

Approve and authorize Chair to sign a Linn County Children's Mental Health FY23 Assistance Program Provider Agreement between Linn County and Families, Inc., effective July 1, 2022 to June 30, 2023 for various services and rates

Approve and authorize Chair to sign Linn County FY23 Provider and Program Participation Amendment for Substance Abuse Commitments effective July 1, 2022 to June 30, 2023 for various services and rates with the following providers:

- Mercy Medical Center, Cedar Rapids, Iowa
- Associates for Behavioral Healthcare

Approve a proposal from Cook Appraisal to complete an appraisal of Linn County-owned property located at 1944 County Home Road, Marion, Iowa for a fee not to exceed \$4,500, and authorize the chairperson to sign an acknowledgment accepting and agreeing to the terms and conditions of the proposal

Approve and authorize Chair to sign a proposal in the amount of \$89,997.05 from Pro Maintenance, Inc. to complete a floor coating project at the Linn County LIFTS building

Adoption of Linn County's Deferred Compensation Program Plan Document, Adoption Agreement and Summary Plan Description along with all other related documents and forms.

Approve and authorize Chair to sign an American Rescue Plan Act (ARPA) Subaward Agreement between Linn County and Ecumenical Community Center Foundation for the Just Getting There ARPA Boost/Helping Hands Ministry Project in the amount of \$60,000.00.

Approve and authorize Chair to sign a contract between Linn County Community Services – General Assistance Department and ILMIR, Inc to provide for online service applications for our General Assistance Department effective immediately and continues until terminated at a cost of \$300 a month.

Approve and authorize Chair to sign a 36-month lease agreement at \$299.18 per month with Gordon Flesch Company, Inc. for a copier for the Department of Human Services.

Approve and authorize Chair to sign a 36-month lease agreement at \$192.28 per month with Gordon Flesch Company, Inc. for a copier for the Engineer/Secondary Roads Department.

Approve purchase order #PO338 to Lynch Ford for a 2022 Chevrolet Equinox for the Juvenile Detention Center in the amount of \$34,770.00

#### **Licenses & Permits**

Approve Liquor License for Indian Creek Nature Center, 5300 Otis Rd. SE, Cedar Rapids, noting all conditions have been met.

### **Regular Agenda**

#### **Discuss and Decide on Consent Agenda**

**Minutes**--Discuss and decide on meeting minutes.

**Claims**--Discuss and decide on claims.

Proclamation: Recognizing the positive contribution and professional work by Camille Bonar

#### **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.

#### **Board Member Reports**

#### **Correspondence**

#### **Appointments**

#### **Adjournment**

For questions about meeting accessibility or to request accommodations to attend or to participate in a meeting due to a disability, please contact the Board of Supervisors office at 319-892-5000 or at [bd-supervisors@linncountyiowa.gov](mailto:bd-supervisors@linncountyiowa.gov).

Prepared By: Linn County Secondary Road Dept., 1888 County Home Rd, Marion, IA 52302 (319) 892-6400  
Return to: Linn County Auditor, 935 2<sup>nd</sup> Street SW, Cedar Rapids, IA 52404

**RESOLUTION # \_\_\_\_\_**

**VACATE EXCESS ROAD RIGHT-OF-WAY**

WHEREAS, the Linn County Board of Supervisors desire to vacate a portion of excess road right-of-way, more particularly described as follows.

A portion of Town of Western, located in the NE 1/4 SW 1/4, Section 34, T. 82N., R.07W. of the 5th P.M., Linn County, Iowa described as follows:

The east half of the alley lying adjacent to the west line of Lots 93, 94 and 95 of said Town of Western and the north half of Sycamore Street lying adjacent to said Lot 93 and the alley lying between said Lots 94 and 95.

Said vacated area = 11,963 sf or 0.27 acres.

WHEREAS, pursuant to Chapter 306.12 and 306.13 of the Code of Iowa, notice was published in the Cedar Rapids Gazette, a copy of said notice being attached hereto, and

WHEREAS, all adjoining land owners, all utility companies and the Iowa Department of Transportation have been notified by certified mail pursuant to Chapter 306.12 of said vacation and the hearing thereon, and

WHEREAS, the Linn County Board of Supervisors pursuant to the aforesaid notice held a hearing on the proposed vacation of the aforementioned right-of-way, and

WHEREAS, it being deemed in the best interest of Linn County to vacate said right-of-way, and

WHEREAS, this vacation is subject to easements of record at time of the public hearing including a utility easement, and

NOW, THEREFORE BE IT AND IT IS HEREBY RESOLVED by the Linn County Board of Supervisors this date met in lawful session to vacate as described below:

A portion of Town of Western, located in the NE 1/4 SW 1/4, Section 34, T. 82N., R.07W. of the 5th P.M., Linn County, Iowa described as follows:

The east half of the alley lying adjacent to the west line of Lots 93, 94 and 95 of said Town of Western and the north half of Sycamore Street lying adjacent to said Lot 93 and the alley lying between said Lots 94 and 95.

Said vacated area = 11,963 sf or 0.27 acres.

in Linn County, Iowa, be and the same is hereby vacated, and shall no longer be deemed public road right-of-way.

Dated at Cedar Rapids, Linn County, Iowa on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

BOARD OF SUPERVISORS  
LINN COUNTY, IOWA

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Vice Chairperson

\_\_\_\_\_  
Supervisor

ATTEST:

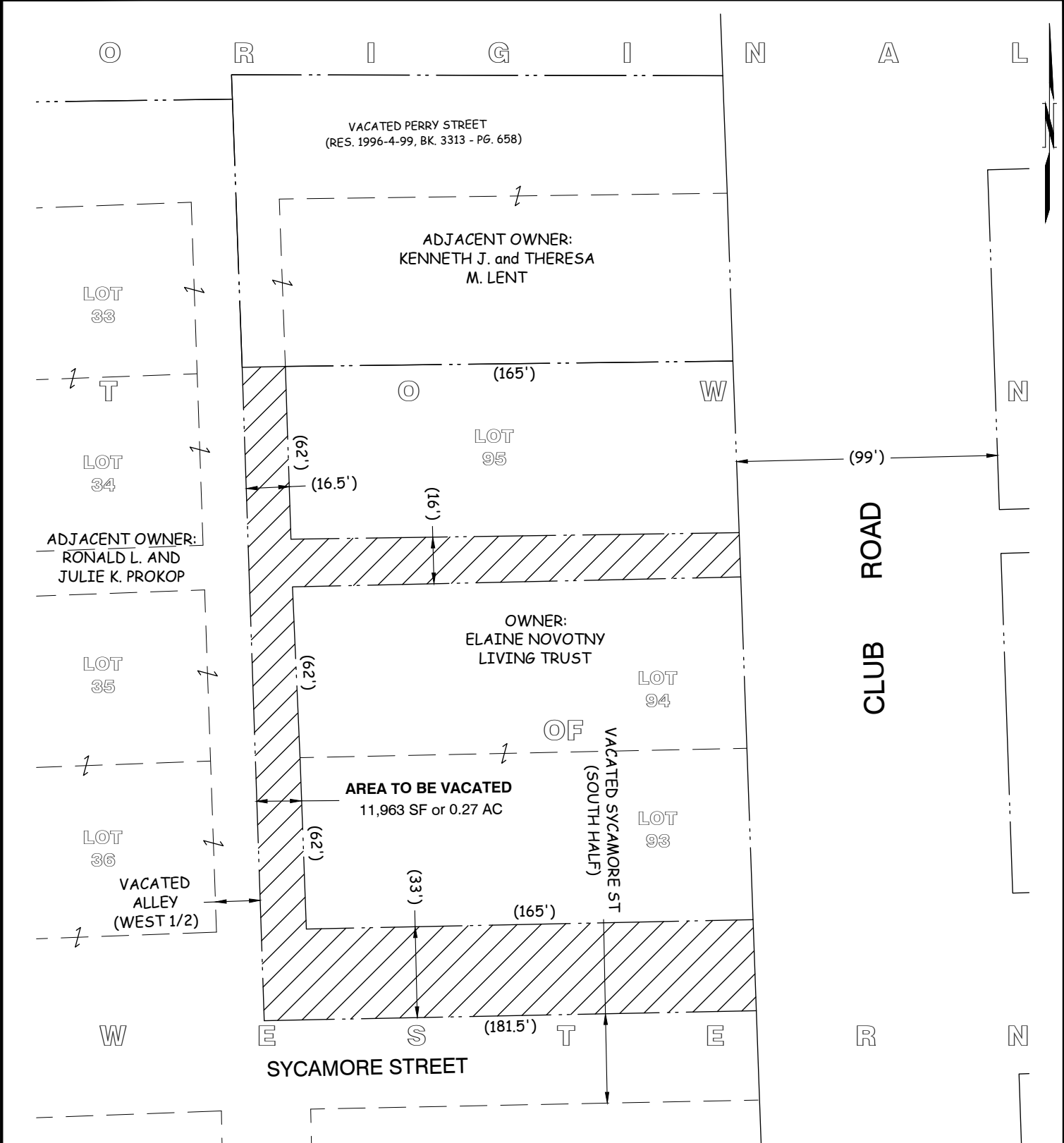
\_\_\_\_\_  
Linn County Auditor

## Land Records

Linn County, Iowa

Auditor





**Legal Description:**  
A portion of Town of Western, located in the NE 1/4 SW 1/4 , Section 34, T. 82N., R.07W. of the 5th P.M., Linn County, Iowa described as follows:  
The east half of the alley lying adjacent to the west line of Lots 93, 94 and 95 of said Town of Western and the north half of Sycamore Street lying adjacent to said Lot 93 and the alley lying between said Lots 94 and 95.  
  
Said vacated area = 11,963 sf or 0.27 acres.

**LEGEND**

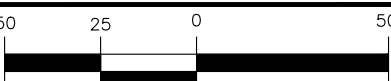
- -- PROPERTY LINE
- -- ORIGINAL LOT LINE
- ( ) RECORDED DIMENSION or RECORDED BK-PG



**Secondary Road  
Department**

1888 COUNTY HOME ROAD  
MARION, IOWA 52302  
PH (319) 892-6400

**VACATION EXHIBIT**  
NE 1/4 SW 1/4, SEC 34-82-07



SCALE: 1" = 50'

THIS PLAT IS A REPRESENTATION OF THE PREMISES PROPOSED FOR A QUIT CLAIM DEED. THIS PLAT IS NOT A SURVEY.

|              |            |
|--------------|------------|
| DATE         | 07/19/2022 |
| DATE REVISED | 07/20/2022 |
| DRAWN BY     | CAL        |
| SHEET        | 1          |
| OF           | 1          |
| SHEET        | 1          |

RESOLUTION 2022 – 8 –

**A RESOLUTION APPROVING AMENDMENTS TO THE 28E AGREEMENT FOR THE MENTAL HEALTH/DISABILITY SERVICES OF THE EAST CENTRAL REGION (MHDS-ECR)**

**WHEREAS**, Linn County is a member county of the Mental Health/Disability Services of the East Central Region (ECR); and,

**WHEREAS**, the Linn County Board of Supervisors approved the 28E Agreement for Mental Health/Disability Services of the East Central Region pursuant to Resolution No. 2013-9-163, passed on September 25, 2013; and,

**WHEREAS**, the ECR Governing Board recommends amending the language of the 28E Agreement to follow Iowa Code Section 331.390; and,

**WHEREAS**, the Linn County Board of Supervisors believes that the recommended amendments are in Linn County's best interests.

**BE IT THEREFORE RESOLVED** that the Linn County Board of Supervisors approves the amendments to the 28E Agreement for Mental Health/Disability Services of the East Central Region recommended by the ECR Governing Board on July 28, 2022.

PASSED AND APPROVED this 10<sup>th</sup> day of August, 2022.

**LINN COUNTY BOARD OF SUPERVISORS**

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Ben Rogers, Chair

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Louis J. Zumbach, Vice Chair

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Stacey Walker, Supervisor

ATTEST:

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Joel Miller, Linn County Auditor

I, Joel Miller, Linn County Auditor, certify that at a regular meeting of the Linn County Board of Supervisors the foregoing resolution was duly adopted by a vote of:

\_\_\_\_\_Aye \_\_\_\_\_Nay \_\_\_\_\_ Abstain and \_\_\_\_\_Absent from Voting.

\_\_\_\_\_  
Joel Miller, Linn County Auditor

State of Iowa  
County of Linn

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2022, by Joel Miller as Linn County Auditor.

\_\_\_\_\_  
Notary Public, State of Iowa

**28E Agreement  
For  
Mental Health/Disability Services of the East Central Region (MHDS-ECR)**

This Agreement is made and entered into by, between and among the undersigned counties, each having adopted this Agreement by resolution of its board of supervisors, and they hereby join together to voluntarily form a public body corporate and politic and separate legal entity under Iowa Code Chapter 28E, and amendments thereto, known as the Mental Health/Disability Services of the East Central Region (MHDS-ECR) (the “Region”).

**SECTION 1: IDENTITY OF THE PARTIES**

The undersigned counties are political subdivisions and constitute “public agencies” as defined in Iowa Code section 28E.2. The initial member counties: Benton County, Bremer County, Buchanan County, Delaware County, Dubuque County, Iowa County, Johnson County, Jones County and Linn County. County membership may, however, change from time to time as provided in this Agreement and the current member counties shall be referred to as the “member counties” or the “undersigned counties” in this Agreement.

**SECTION 2: PURPOSE AND GOALS**

The member counties enter into this 28E Agreement to create a mental health and disability services region as required by Iowa Code Section 331.390 (2021) to provide local access to mental health and disability services for adults and behavioral health services to children and to engage in any other related activity in which an Iowa 28E organization may lawfully be engaged.

**SECTION 3: TERM AND TERMINATION**

3.1 Term: This Agreement shall be effective when the undersigned initial member counties, as listed in Section 1, execute this Agreement and this Agreement is filed with the Iowa Secretary of State as required by Iowa Code Section 28E.8 (the “Effective date”).

3.2 Termination: The term of this Agreement shall be perpetual, unless terminated pursuant to one of the following:

Approved July 28 2022

a) Repeal of or an amendment to the current Iowa Code sections that would result in the elimination of a statutory requirement to maintain a regional format for the delivery of mental health and disability services, and all member counties approve termination of the region.

b) All member counties approve termination of the region upon a decision to realign with other existing regions or to align with other counties into new regions.

### 3.3 Dissolution of the Region:

In the event this Agreement is terminated as provided in Section 3.2 the Governing Board shall determine and initiate the steps required to dissolve the Region. If the termination of the Region is finally approved by or on October 1<sup>st</sup> of any fiscal year, then the Region shall cease to operate June 30<sup>th</sup> of that fiscal year. If the termination of the Region is finally approved after October 1<sup>st</sup> of any fiscal year, then the Region shall cease to operate on June 30<sup>th</sup> of the following fiscal year.

### 3.4 Withdrawal from the Region:

Withdrawal from the Region may only be done at the end of the fiscal year. A member county wishing to withdraw from the Region must provide the Governing Board with a written notice of their intent to withdraw by October 1<sup>st</sup> to be effective June 30<sup>th</sup>. A request to withdraw shall not relieve the member county of any duties, responsibilities or contributions required to be performed during the fiscal year.

### 3.5 Reassignment:

In the event of reassignment of a member county to another region or another county is assigned to the Region by Department of Human Services (DHS), this governance agreement shall be amended. Reassignment shall not relieve any county of duties, responsibilities or contributions required to be performed during the fiscal year or until the reassignment is effective.

### 3.6 Distribution of Assets:

In the event this Agreement is terminated, and the Region is dissolved, all assets other than state designated funds of the Region shall be delivered, assigned and conveyed to the member counties according to contribution as determined by the Governing Board.

## **SECTION 4: GOVERNANCE**

4.1 Governing Board of Directors: The Governing Board of Directors shall contain the following Directors:

a) One supervisor from each member county in the region shall be appointed as a Director. The Board of Supervisors of each member county shall select its Director and he or she shall serve indefinitely at the pleasure of the member county appointing the Director, until a successor is appointed, or unless an earlier appointment becomes necessary due to death, resignation, or the end of such person's service as a county supervisor. An alternate supervisor shall be appointed in the same manner and shall act in the temporary absence or unavailability of the Director.

b) Any County-Appointed Director or alternate may be removed for any reason by the member county appointing the Director or alternate, upon written notice to the Governing Board, which notice shall designate a successor Director or alternate to fill the vacancy.

c) One individual who utilizes mental health and disability services or is an actively involved relative of such an individual. This Director shall serve as a member and shall be appointed by the Adult Advisory Committee described in Section 4.6 with such appointment to become effective upon approval by the Governing Board and to initially coincide with the Effective Date. This Director shall be appointed to a two-year term and can be reappointed for one or more additional terms.

d) One individual representing adult service providers in the Region. The Director shall serve as an ex-officio, non-voting member and shall be appointed by the Adult Advisory Committee described in Section 4.6, with such appointment to become effective upon approval by the Governing Board and to initially coincide with the Effective Date. This Director shall be appointed to a two-year term and can be re-appointed for one or more additional terms.

e) One individual representing children's behavioral health service providers in the Region. This Director shall serve as an ex-officio, non-voting member and shall be appointed by the Children's Advisory Committee described in Section 4.6, with such appointment to become effective upon approval of the Governing Board and to initially coincide with the Effective Date. This Director shall be appointed to a two-year term and can be re-appointed for one or more additional terms.

f) One individual representing the education system in the Region shall be appointed by the Children's Advisory Committee described in Section 4.6, with such appointment to become effective upon approval by the Governing Board and to initially coincide with the Effective Date. This Director shall be appointed to a two-year term and can be re-appointed for one or more additional terms.

g) One individual who is a parent of a child who utilizes children's behavioral health services or actively involved relatives of such children. This Director shall be

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appointed by the Children's Advisory Committee described in Section 4.6, with such appointment to become effective upon approval by the Governing Board and to initially coincide with the Effective Date. This Director shall be appointed to a two-year term and can be re-appointed for one or more additional terms.

h) Any Committee-Appointed Director or alternate may be removed for any reason by the Committee appointing the Director, upon written notice to the Governing Board, which notice shall designate a successor Director to fill the vacancy.

i) Efforts will be made that all Directors referenced in paragraphs c – g above will be residents of different counties within the region.

j) Regional Governing Board members shall not include an employee of the Department of Human Services or a non-elected employee of a county, except those appointed by law to fill the vacancy of an elected official.

#### 4.2 Director Vacancies:

a) County-Appointed Directors: If a vacancy (other than by removal) occurs during the term of a county-appointed Director due to death, resignation, or end of service as a county supervisor, the alternate supervisor shall serve as Director. The county having the right of appointment shall take steps to ensure that either a new Director or a new alternate is appointed within thirty (30) days of the vacancy or as soon as practicable if the circumstances do not allow a new appointment within thirty (30) days.

b) Committee-Appointed Directors: If a vacancy (other than by removal) occurs during the term of a committee-appointed Director due to death or resignation of such Director, the vacancy shall be filled within thirty (30) days of its occurrence by the committee having the right of appointment. Such appointment shall become effective upon the approval of the Governing Board.

#### 4.3 Voting Procedures for Governing Board Members:

a) Subject to the limitations set forth in this section 4.1 (d) and (e), all Directors shall each have one (1) vote.

b) A quorum must be present in order for the Governing Board to take action. A quorum shall consist of the majority of the voting Directors. Except as otherwise provided, the Governing Board shall take action by approval from the majority of all voting Directors

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present. Whereas the County Board of Supervisors are responsible for the county budgets, for the Governing Board to take action regarding any financial matter, a quorum of and approval by at least two-thirds of the voting Directors is required.

c) Voting may be conducted by roll call vote. Proxy voting will not be allowed; however, a Governing Board Director may attend by electronic means and be considered present for voting as long as a quorum of voting Directors are in attendance in person. If an electronic meeting is convened pursuant to Iowa Code Section 21.8 (2021), Directors may be considered present for purposes of quorum and voting.

#### 4.4 Governing Board Officers:

a) The Governing Board shall organize itself and elect a Chair and Vice-Chair. Thereafter, at the first meeting each calendar year, the Governing Board shall elect a Chair and Vice-Chair for the next ensuing one (1) calendar year.

b) The Chair shall preside at the Region's meetings.

c) The Vice-Chair shall assist the Chair. During the temporary absence or disability of the Chair, the Vice-Chair shall discharge the duties of the Chair. Should the Chair be permanently absent or disabled, the Vice-Chair shall succeed to the office of the Chair and an interim Vice-Chair shall be appointed for the remainder of the calendar year.

d) The Governing Board shall annually appoint a Secretary. The Secretary will be responsible for keeping detailed minutes of the meetings and conducting roll call votes when necessary. The Secretary shall also be responsible for posting public notices for meetings as required by law and shall be the custodian of all minutes and other documents maintained by the Governing Board. All documents shall be considered the property of the East Central Region and shall be stored on the Region's network. The Governing Board shall determine the manner of posting notification of meetings and for publishing notices, minutes or financial reports deemed necessary.

#### 4.5 Powers of the Governing Board:

The Region shall be under the overall direction and control of the Governing Board and operated by one Regional Administrative Entity created by the Governing Board. The Governing Board shall have each and all of the following powers on behalf of the Region:

- a) To contract with any public or private entity to provide all necessary services;
- b) To rent, lease or purchase any tangible personal property, real estate or services reasonably necessary to fulfill the purposes of this Agreement;
- c) To establish a system of accounting and budgeting, and a system for receiving and disbursing payments;
- d) To retain legal counsel, accountants and other professional individuals needed in order to fulfill the purposes of this Agreement;
- e) To sue and be sued;
- f) To make and enforce bylaws and/or rules and regulations for the management and operation of the Region's business and affairs;
- g) To do and perform any acts authorized by the Code of Iowa, under, through or by means of its officers, agents and employees, or by contracts with any person or entity;
- h) To consult with representatives of federal, state and local agencies and departments, and their officers and employees, and to contract with such agencies and departments;
- i) To receive funds appropriated from the state mental health and disability services regional services fund;
- j) To accept grants, contributions or loans from federal, state or local agencies;
- k) To establish the times and places for business meetings and educational conferences, and set agendas for those meetings and conferences; and
- l) Subject to any express limitations in Section 5.2, to exercise any other power or do any other legal act necessary to discharge its obligations and fulfill the purposes of this Agreement.

#### 4.5A Regional Administrative Entity:

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The Governing Board shall establish one Regional Administrative Entity. The Governing Board may adopt such policies, rules, regulations, procedures and other actions as are necessary in the operation of the Region that are not inconsistent with the law or this Agreement.

a) The Governing Board shall appoint a Chief Executive Officer for the Region. The Chief Executive Officer will be the single point of accountability for the Region and shall be responsible for entering into performance-based contracts with the Department of Human Services. The Chief Executive Officer shall report to the Governing Board and will serve as the contact person for all requests for information or other inquiries from the Department of Human Services or the State of Iowa regarding provision of services, quality of services and expenditures of Regional funds. The Chief Executive Officer shall serve at the pleasure of the Governing Board and shall be under its direct supervision, evaluation and control.

b) The Governing Board shall appoint Coordinators of Disability Services who shall be under the direction of the Chief Executive Officer.

c) The Governing Board shall also provide for support staff as determined necessary and support staff shall be under the supervision of the Chief Executive Officer.

d) The Regional Administrative Entity will perform the duties required by statute and administrative rule and in conformance with the Regional Management Plan. The duties of the Regional Administrative Entity will be coordinated and assigned by the Governing Board in a manner deemed to be in the best interests of the Region and to ensure as much efficiency as is practicable. These duties will include but are not limited to: care coordination, quality assessments, service development, performance outcomes, referrals, claims processing, budget and forecasting, implementation of best practice models, development of policy, intake procedures and access to services, development/expansion of crisis services and development of new services models that will meet the needs of the residents of the Region.

e) The Chief Executive Officer, the Coordinators of Disability Services and all support staff will remain employees of individual Counties. There will be Memorandums of Understanding between the Governing Board and the individual county Boards of Supervisors that will identify the individual employee, the position to be filled, and the portion of the employee's wages and benefits that will be reimbursed to the county from

Regional funds. Staff shall include one or more coordinators of mental health and disability services and one or more coordinators of children's behavioral health, hired by their respective county for personnel, payroll and benefit purposes, and be accountable to their particular Board of Supervisors for business unrelated to East Central Region. For job duties performed on behalf of the Region, Service Coordinators shall be accountable to the East Central Region CEO and Governing Board.

f) In addition to the Regional Administrative Entity, the Governing Board may, as deemed necessary and with the consent of the member county, delegate any support functions to a member county. The cost of said support functions will be submitted to the Region as administrative overhead for the member county.

#### 4.6 Committees:

a) The Region shall have an Adult Advisory Committee consisting of individuals who utilize services or are actively involved relatives of such individuals, service providers, Governing Board members and other interested community members. The Region shall have a Children's Advisory Committee consisting of parents of children who utilize services or actively involved relatives of such children, a member of the education system, an early childhood advocate, a child welfare advocate, a children's behavioral health service provider, a member of the juvenile court, a pediatrician, a child care provider, a local law enforcement representative, and regional governing board members. The number and composition of the Advisory Committee(s) shall be established by action of the Governing Board and appointments to the Advisory Committee(s) shall be made by the Governing Board. Committee members shall serve indefinitely at the pleasure of the Governing Board. A member of the Governing Board shall be designated to act as liaison to the Advisory Committees. In addition to providing input to the Governing Board when requested, the Advisory Committee(s) shall designate Directors to serve on the Governing Board as outlined in Section 4.1 above. If a committee member who has been designated to serve on the Governing Board is removed by the Governing Board, the respective Advisory Board shall designate a new Director to serve on the Governing Board in the designated Director position vacated the removal of the committee member.

b) The Governing Board may establish other committees for various other purposes as deemed necessary for the operation of the Region. Once the need for a committee has been established by the Governing Board, member Counties of the Region will provide nominations for individuals to serve on the committee. Appointments to any established committee of the Region shall be made by action of the Governing Board. All committee appointees shall serve indefinitely at the pleasure of the Governing Board.

#### 4.7 Dispute Resolution:

Any dispute arising between member counties over the operation of the Region shall first be addressed by good faith discussions between the affected counties and the Governing Board. If the matter cannot be informally resolved, it shall be heard by the Governing Board in an open meeting and the outcome will be decided by a majority vote of the Governing Board. The vote of the Governing Board shall be a final order by the Governing Board for the purpose of further review should a member county choose to commence a certiorari action. The Region shall be responsible for costs of mediation.

### **SECTION 5: MEMBERS**

#### 5.1 Joint Obligations:

The expectations of member counties that would encompass their support of the Region and any subcontractor utilized by the Region to carry out its function are as follows:

- a) To cooperate with local, state and federal human services agencies in providing a social safety net for individuals adversely impacted by disabilities;
- b) To respond to reasonable requests to make local records available to the Region for the purposes of this Agreement;
- c) To provide sufficient office space for the performance of contracted services;
- d) To support the effective collaboration of other county functions related to the provision of contracted services;
- e) To provide county staff as agreed between the member county and the Governing Board for the effective provision of contracted services.

#### 5.2 Limitations on the powers of the Governing Board:

The Governing Board shall not have authority to, and they covenant and agree that they shall not do, or cause the Region to do, any of the following acts without the prior consent of the Board of Supervisors of a majority of the member counties:

- a) Permit any new member counties;

b) Remove any member county (other than a voluntary withdrawal of a county as provided below);

c) Amend this Agreement.

### 5.3 Member County Voting Procedure:

Any question related to the issues listed in Section 5.2 above or that, in the opinion of the Governing Board, is a question that should be referred for a vote by the member counties, may be presented to the member counties. The Governing Board shall first adopt a recommendation on the issue and provide the member counties with a written recommendation including an explanation of the reasons for the recommendation and a separate proposed resolution to be acted upon by the member counties. Each member county shall vote upon the proposed resolution, either in favor or against and upon voting, a copy of the resolution shall be forwarded to the Chairperson of the Governing Board. The resolution stating the member county's vote shall be forwarded to the Chairperson within thirty (30) days of the date that the member county received a copy of the recommendation and proposed resolution. Any member county not forwarding a resolution stating the member county's vote within the thirty (30) day period shall be considered to have approved the recommendation notwithstanding the actual results of any vote that may have been taken on the matter. A resolution may state that it failed to pass due to a tie vote and shall be counted as a vote against the recommendation. A resolution may state that the member county voted to abstain, and the member county shall be deemed as "not participating". The number of member counties approving or disapproving the resolution shall be tabulated at the next regular meeting of the Governing Board following the expiration of the thirty-day period. If the recommendation receives the approval of a majority of the participating member counties, it shall become effective ten (10) days following the date the vote is tabulated and entered into the minutes of the Governing Board.

### 5.4 Adding Counties to Region:

If a county wishes to become a member county of the Region after the Effective Date, the petitioning county must submit to the Governing Board a resolution that has been approved by that county's Board of Supervisors requesting admission to the Region. Such request will then be addressed through the Member Voting Procedure set forth in Section 5.3.

a) If approved, the membership will not become effective until the petitioning county provides a signature page to this Agreement and a resolution from its Board of Supervisors that it agrees to abide by the terms of this Agreement as set out herein along

with any than existing bylaws and operating procedures, and that it possesses the legal power and authority to do so.

b) If the documentation in Section 5.4(a) is received prior to September 1st, then the membership shall become effective on the first day of the next fiscal year. If all of these requirements are not met until after September 1st, then the membership shall become effective one year from the first day of the next fiscal year.

#### 5.5 Member County Withdrawal or Removal:

a) Any member county, by resolution of its Board of Supervisors, may withdraw from the Region by forwarding the resolution giving notice of its intent to withdraw to the Governing Board no later than October 1<sup>st</sup> prior to the end of the fiscal year the withdrawal will be effective. Withdrawal shall not relieve the withdrawing member county of the obligation to contribute its share of the expenses of the Region incurred during the fiscal year in which the withdrawal occurs including any past due amounts. The withdrawing member county shall remain an active voting member county of the Region until the date of withdrawal, so long as such member county remains in good standing as provided in Section 5.6 below. Upon withdrawal from the Region, counties shall not be entitled to any repayment for funds, services or property provided to the Region.

b) If the Governing Board determines that cause exists to recommend the removal of a member county from the Region, the Governing Board will proceed under the Member Voting Procedure set forth in Section 5.3. Upon removal from the Region, a county shall not be entitled to any repayment for funds, services or property provided to the Region.

### **SECTION 6: FINANCES**

#### 6.1 Methods for Management & Expenditure of Funding:

a) The Region shall maintain a combined mental health and disability services fund for the deposit of funds received under Iowa Code section 225C.7A (2022) for funding services in accordance with performance-based contracts with the state as provided in 225C. 7A (2022) and any other funds received from state, federal or other funding directed to the Region. All MH/DS revenues so deposited and maintained will belong to and be available upon demand to the Governing Board. The Region account shall be under the control of a fiscal agent to be designated by the Governing Board.

b) Administrative costs both for the Region and those incurred by member counties shall be submitted to and paid through the Region account. Methods for determining

allowable administrative costs, billing procedures and payment procedures shall be determined by the Governing Board.

c) Any interest earned on Region funds under the control of the Fiscal Agent shall accrue to the Region fund. The Region shall comply with Chapters 12B and 12C of the Iowa Code for deposit and investment of Regional funds.

## 6.2 Methods for Acquiring or Disposing of Real Property:

No real property will be contributed by a member county to the Region. Any real property purchased by the Region shall remain property of the Region and no member county may assert any interest in the property upon their withdrawal or termination from the Region. Should the Region be dissolved, it shall be the responsibility of the Governing Board to dispose of any real property titled in the name of the Region and any resulting proceeds would be distributed according to 3.6 above.

## 6.3 Process for Annual Independent Audit:

Accounts of the Region shall be audited annually by a certified public accountant certified in the state of Iowa, as selected by the Governing Board and submitted to the Department of Human Services.

# SECTION 7: SCOPE & AMENDMENTS

## 7.1 Amendments:

a) No amendment to this agreement shall be made in any manner or for any purpose so as to adversely affect the interests of the holder or holders of any bonds or other obligations of the Region.

b) If the Governing Board feels it is in the best interest of the Region for an amendment to be made to this Agreement, the Governing Board will proceed under the Member Voting Procedure set forth in Section 5.3

## 7.2 Entire Agreement:

This Agreement represents the entire 28E Agreement of the member counties and serves to form the Mental Health/Disability Services of the East Central Region.

## 7.3 Organizational Documents:

This 28E Agreement, any bylaws later enacted, the Regional Management Plan and the Regional Policies and Procedures Handbook represent the organizational documents of the Region.

Approved July 28 2022

7.4 Invalidity:

If any one or more provisions of this Agreement are declared unconstitutional or contrary to law, the validity of the remainder hereof shall not be affected.

7.5 No Waiver:

The waiver by any party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

7.6 Counterparts:

This Agreement may be signed in counterparts and each signature page, once executed, shall be evidence that the member county has taken the requisite steps to approve membership in the Region and shall bind the member county to the terms of this Agreement as of the Effective Date.

**LINN COUNTY BOARD OF SUPERVISORS**

**RESOLUTION # \_\_\_\_\_**

**APPROVING A FINAL PLAT**

**WHEREAS**, a final plat of Washburn Acres First Addition (Case #JF22-0020) to Linn County, Iowa, containing three (3) lots, numbered Lot 1, Lot 2 and lettered Lot A, has been filed for approval, a subdivision of real estate located in the NWSW of Section 14, Township 82 North, Range 6 West of the 5th P.M., Linn County, Iowa, described as follows:

Beginning at the W ¼ Corner of said Section 14; thence N00° 33' 56"W along the west line of said SW¼ NW¼, 655.51 feet; thence N89° 48' 34"E, 382.53 feet to the centerline of Palisades Access Road; thence S21° 47' 58"W along said centerline, 202.85 feet; thence S-ly along said centerline on an arc of 137.50 feet of a 600.09-foot radius curve to the left, having a chord length of 137.19 feet bearing S15° 14' 04"W; thence S08° 40' 10"W along said centerline, 253.43 feet; thence S-ly along said centerline on an arc of 88.40 feet of a 400.00-foot radius curve to the right, having a chord length of 88.22 feet bearing S15° 00' 01"W to the north line of the SW¼ of Section 14; thence N89° 50' 47"E along said north line, 1813.08 feet to the west bank of the Cedar River; thence S38° 13' 12"W along said west bank, 226.00 feet; thence S35° 10' 53"W along said west bank, 315.72 feet; thence S25° 49' 01"W along said west bank, 140.04 feet; thence S22° 51' 29"W along said west bank, 108.70 feet; thence S22° 33' 46"W along said west bank, 71.05 feet to the south line of said Lot 5; thence S89° 48' 27"W along said south line of Lot 5, 1535.84 feet to the west line of said SW ¼; thence N02° 15' 28"W along said west line, 728.02 feet to the Point of Beginning, containing 33.34 acres which includes 1.26 acres of road right of way.

**WHEREAS**, said plat is accompanied by a certificate acknowledging that said subdivision is by, and with the free consent of the proprietors, and is accompanied by a certificate dedicating certain property to the public, as shown on the plat; and

**WHEREAS**, said plat and its attachments thereto have been found to conform to the requirements of the comprehensive plan and the subdivision ordinance; and the requirements of other ordinances and state laws governing such plats; and

**WHEREAS**, the following conditions as listed on the Planning and Development Staff Report of June 15, 2022 as last amended on July 18, 2022 have been addressed:

**LINN COUNTY SECONDARY ROAD DEPARTMENT**

1. Entrance permit required for new entrances and existing unpermitted entrances, Sec.11 and the Unified Development Code, Article IV, Sec. 107-72 § 2 (h)(5). All approved entrances shall be brought into conformance with County standards. One entrance per parcel is allowed. An additional access may be allowed with justification and permit.
2. Dedication of road rights-of-way, County Standard Specifications, Section 5. Forty feet along Palisades Access Road from the centerline of the existing right-of-way.
3. Road agreement for trees within County right-of-way and conditions applicable to Final Plat cases. County Standard Specifications, Section 1.

**IOWA DEPARTMENT OF TRANSPORTATION**

1. Not within the jurisdiction of the Iowa Department of Transportation.

**LINN COUNTY PUBLIC HEALTH DEPARTMENT**

No conditions to be met.

**NATURAL RESOURCES CONSERVATION SERVICE**

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

**LINN COUNTY CONSERVATION DEPARTMENT**

No conditions to be met.

**LINN COUNTY EMERGENCY MANAGEMENT**

No conditions to be met.

**LINN COUNTY PLANNING AND DEVELOPMENT - ZONING DIVISION**

1. Various revisions to the site plan and final plat.
2. Prior to approval of the final plat, the owner must sign an "Acceptance of Conditions" form. The "Acceptance of Conditions" form states that the owner understands and agrees to comply with the agreed upon conditions as stated in the staff report.
3. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.
4. The proposed subdivision name and proposed names of all roads, streets and lanes shall be submitted for review and approval by the Linn County Auditor's office prior to approval of the final plat.
5. The final plat bound documents must be approved by the Linn County Board of Supervisors on or before **JULY 18, 2023** as per Article IV, Section 107-72, § (1)(g), and shall be recorded within 1 year of that approval, as per Article IV, Section 107-72, § (2)(f) of the UDC.
6. One original and one complete copy of the final plat bound documents that must include the following:
  - i. Owner's certificate and dedication certificate executed in the form provided by the laws of Iowa, dedicating to Linn County title to all property intended for public use, including public roads
  - ii. Title opinion and a consent to plat signed by the mortgage holder if there is a mortgage or encumbrance on the property as well as a release of all streets, easements, or other areas to be conveyed or dedicated to local government units within which the land is located
  - iii. Surveyor's certificate
  - iv. Auditor's certificate
  - v. Resolution of the Planning and Zoning Commission
  - vi. Resolution of the Board of Supervisors
  - vii. Resolution of approval or waiver of review by applicable municipalities
  - viii. Treasurer's certificate
    - i. Agricultural Land Use Notification. The landowner shall ensure that such notification shall be attached to the deed and shall become a separate entry on the abstract of title for all the property that is subject of the permit or development as per Article V, Section 107-91, § (h) of the UDC.
    - ii. Restrictive covenants or deed restrictions, as separate instruments, not combined with any other instrument
    - iii. Ten original signed plat drawings
    - iv. A covenant for a secondary road assessment

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

**NOW, THEREFORE BE IT FURTHER RESOLVED**, by the Board of Supervisors, of Linn County, Iowa, that said plat and plat proceedings shall not be changed or altered in any way, without the approval of the Linn County Board of Supervisors. Said plat and plat proceedings shall be recorded by **August 10, 2023** to be valid.

**Passed and approved this 10<sup>th</sup> day of August, 2022**

Linn County Board of Supervisors

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Vice Chair

\_\_\_\_\_  
Supervisor

Aye:

Nay:

Abstain:

Absent:

Attest:

\_\_\_\_\_  
Joel Miller, Linn County Auditor

Linn County Board of Supervisors  
August 10, 2022  
Resolution # \_\_\_\_\_  
JF22-0020  
Page 4 of 4

Linn County Engineer

\_\_\_\_\_  
Brad Ketels, Engineer

State of Iowa    )  
                          ) SS  
County of Linn    )

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

\_\_\_ Aye \_\_\_ Nay \_\_\_ Abstain \_\_\_ Absent

\_\_\_\_\_  
Joel Miller

Subscribed and sworn to before me by the aforesaid Joel Miller, \_\_\_\_\_,

on this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Notary Public State of Iowa

# MAINTENANCE RENEWAL PROPOSAL



## Linn County Community Services Inspection Agreement

1240 26th Avenue Ct SW  
Cedar Rapids, IA 52404

Proposal #: Q-00095354  
OMNIA Membership # 1041178  
OMNIA Certified Proposal # R200401-IA-316195

**OMNIA**<sup>®</sup>  
P A R T N E R S

### Prepared for:

**Steve Nunemaker**  
Assistant Facilities Manager  
Linn County Facilities - Iowa  
6/3/2022

### Prepared by:

**Shey R Bauer, C.E.M.**  
Regional Service Sales Representative  
Quad Cities Service Center  
Mobile: 5637770841  
E-mail: shey.bauer@daikinapplied.com



## Service Capabilities

### ***Extend the life of your equipment with Daikin Applied Service Group***

Keep your building's HVAC system running at its best with world-class Daikin Applied Service Care programs. Daikin Applied Comprehensive Care programs can save you money on energy and repair costs by optimizing system performance, reducing the number of unexpected breakdowns, and minimizing downtime for repairs. Plus, Daikin Applied Comprehensive Care programs can be tailored to fit your unique building needs and budget.

- Comprehensive maintenance agreements
- Planned inspections
- System upgrades
- Equipment replacement

### ***Daikin Rental Solutions***

Daikin Rental Solutions can provide and temporarily install a complete line of HVAC products designed to keep your building or process going when unexpected circumstances or catastrophic failure occurs. The need for additional cooling will occasionally arise due to planned down time of the facility's equipment and or simply supplementing aging or inefficient existing systems during periods of heavy loads. In order to help customers properly prepare for disaster recovery, Daikin can develop a contingency plan for securing their facility's HVAC needs no matter the situation. This proactive planning will greatly reduce the time, and expense needed to get the building or process operational in the event of failure.

### ***Quality repair service you can count on***

When something breaks, count on Daikin Applied's service professionals to be there when you need us. Available 24/7/365, our factory trained technicians have extensive knowledge of HVAC systems and controls to perform maintenance and repairs in your building. We arm our technicians with the technology and skills to quickly diagnose and repair your equipment – whatever the make or model – our mission is to fix it right the first time.

### ***Safety... never compromised***

Safety is a core value across our business. Daikin Applied is committed to protecting the health and safety of our employees, customers, and the public.

### ***At the jobsite – training, knowledge, awareness***

All service supervisors are OSHA 30 hr certified and technicians must complete the D&B Service Safety Management Program which includes monthly OSHA compliant safety training, toolbox safety, and auditing. Before starting work, a Job Hazard Analysis assessment is completed. Personnel are equipped with Personal Protective Equipment that include NFPA-70E compliant fire rated uniforms and Arc flash for electrical tasks.

### ***Environmental***

Our technicians are fully trained in the proper handling and recovery of refrigerants to comply with EPA Clean Air Act regulations during service, repair, or disposal of air conditioning equipment.

### ***With Daikin Applied Comprehensive Care Programs, you can expect***

- Preferred service scheduling – Daikin Applied Comprehensive Care Program customers receive priority service
- Regularly scheduled maintenance or inspection – Optimized operation and reduced repair costs
- System monitoring reports – Designed to keep you aware of potential repairs or suggested upgrades
- Technical support - Backed by Daikin Applied design and manufacturing expertise

Operational instruction – Factory trained technicians are available to instruct your staff on-site

### Scope of Services

Daikin Applied Americas, Inc. is pleased to offer the following Maintenance Agreement proposal for your consideration. Thank you for selecting Daikin Applied Service Group to care for your building's system. Our factory-trained service personnel have the knowledge and experience to deliver the best support available. Daikin will perform all services using factory-trained technicians who specialize in HVAC, refrigeration and electronic system maintenance and repair services. Daikin is pleased to offer this proposal for your consideration.

### **Scope of Work**

Provide four (4) inspections annually per the Equipment Schedule and Tasking List(s) herein.

### **Program Overview**

The owner is requesting a preventive maintenance program which will provide routine inspection and maintenance of the covered equipment. Timely inspections can minimize or prevent unscheduled down-time by detecting deficiencies early. Scheduled factory recommended maintenance will ensure efficient operation and maximum equipment life.

Repairs by trained technicians keep the equipment operating to specification.

Owner operator knowledge is a key component of any maintenance program. During equipment inspections, Daikin Applied recommends owner participation to help them learn proper equipment operation and early problem recognition that can minimize service outages and increase satisfaction.

### **Personnel**

Daikin will perform all services using factory-trained technicians who specialize in HVAC, refrigeration and electronic system maintenance and repair service.

**Emergency Coverage:** Available 24 hours a day, 7 days a week, 365 days a year. Emergency Response is on a time and material basis.

### **Duration:**

This agreement shall remain in effect for an initial term of 1 year(s) beginning on 7/1/2022 (the "Effective Date") and shall continue from year to year thereafter unless at least 30 days prior to the expiration date of the initial term or any extended term, either party gives the other written notice of its intention to terminate this agreement.

Payment will be In Advance as follows: on the first day of each Year beginning on 7/1/2022 the (Effective Date) of this agreement, Daikin will provide an invoice in the amount of \$2,796.00 and will be due upon receipt.

This Agreement is subject to Customer's acceptance of the attached Daikin Applied Terms and Conditions.

### Emergency Service Response

Emergency service is available on a 7-day, 24 hour basis. For scheduled service and repairs covered under this agreement and performed at the Customer's request outside of normal working hours, the Customer agrees to pay the difference between the prevailing standard billing rate and the prevailing overtime rate.

### Equipment Repair

Daikin will perform all services during its regular working hours unless otherwise specified. Any services requested or agreed to by Customer that are outside the Scope of Work will be performed by Company at an additional cost. Company will invoice such services at a special service and repair billing rate at Company's published labor rate for the service area.

### Standard Inclusions:

The agreement includes travel to and from the site, preventative maintenance materials, and any trips to supply houses to procure materials. The customer will receive a written report for the inspection or services provided. For specific activities associated with the equipment covered under the agreement, reference the preventative maintenance activities section.

### Standard Exclusions:

- All work to be performed during 'normal working hours'.
- Any and all recommended/required repairs to be quoted separately.

### Equipment Schedule

| Equipment Type                        | Qty | Site   | Manufacturer/Model/Serial   | Program         | Inspections |
|---------------------------------------|-----|--------|-----------------------------|-----------------|-------------|
| Magnetic Bearing Centrifugal Chillers | 1   | Site 1 | McQuay WMC250 STNU100900039 | Inspection Only | 4           |

### OMNIA Pricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this Maintenance Agreement proposal. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

### Investment Amount and Billing Terms:

Investment required to implement the proposed solution

**\$2,796.00 Two Thousand, Seven Hundred Ninety Six dollars and Zero cents**

***\*Price does not include applicable sales tax***

Proposal, inclusive of the pricing, is provided in accordance with Region 4 ESC Contract # R200401, available via OMNIA Partners, including the terms and conditions contained therein

(<https://public.omniapartners.com/suppliers/daikin-applied/contract-documentation#c38611>) shall govern this Proposal and the corresponding scope of work as described herein which are hereby incorporated by this reference. Pricing and acceptance are subject to Daikin Applied's final credit approval.

### **Billing/Payment Terms\*: ANNUAL BILLING**

***\*All billings are due immediately upon Receipt***

**Standard Discounts:** 10% off Street Rate; 10% Parts (does not include refrigerant or subcontractors).

This proposal will be honored by Daikin Applied for 30 days from the date on the front of the proposal. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the proposal.

~~Garth Fagerbakke~~  
Linn County Facilities - Iowa  
935 2nd Street SW  
Cedar Rapids, IA 52404

Site Address:  
1240 26th Avenue Ct SW  
Cedar Rapids, IA 52404

### **Accepted by:**

\_\_\_\_\_  
(Print Full Legal Name of Customer)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Date:

### **Approved by:**

\_\_\_\_\_  
(Print Full Legal Name of Daikin Applied Representative)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Date:

**Note: This Agreement is subject to final approval by Daikin Applied.**

## Inspection Program Responsibilities

### 1. **Daikin Applied agrees to:**

- a) Furnish its Inspection Service during normal working hours, unless otherwise specified on page 1 herein, on the Equipment, in accordance with the Maintenance Agreement Service Program(s) at the price stated herein and subject to the terms and conditions set forth herein.
- b) Provide a written report to the Customer about the condition of the Equipment and any recommendations for necessary repairs or enhancements to maintain capacity, reliability, and efficiency.
- c) Instruct the person(s) responsible for Equipment operation and familiarize them with normal operation.

### 2. **Customer agrees to:**

- a) Designate a representative in its employ to receive instructions in the operation of the Equipment. Such representative shall have authority to carry out recommendations received from Daikin Applied in conjunction with the performance of this Agreement.
- b) Allow Daikin Applied to start and stop the Equipment in order to perform services specified in this Agreement.
- c) Operate the Equipment in accordance with Daikin Applied instruction and to notify Daikin Applied promptly of any change in the usual operating conditions.
- d) Provide reasonable means of access to the Equipment and building.
- e) Employ only Daikin Applied personnel or persons authorized by Daikin Applied to perform all work on the Equipment, except for operation of same.

### 3. **It is understood that,** except to the extent otherwise provided in the Maintenance Agreement Equipment Schedule, the services and maintenance provided for herein includes only those items listed herein. It does not, for example, include any of the following:

- a) Normal daily and weekend functions of stopping/starting the Equipment covered hereunder.
- b) The maintenance of space conditions or system performance.
- c) The changing or cleaning of air filters.
- d) Piping or ductwork.
- e) Damage due to freezing weather.
- f) Water treatment.
- g) Corrosion or erosion damage to water and/or air side of Equipment (for example, but not limited to the following: tube bundles, heat exchangers, structural supports, and coils.)
- h) Disconnect switches, fuses and circuit breakers.
- i) Portable recorders
- j) Complementary equipment (for example, but not limited to the following: cabinets, fixtures, water boxes, water supply lines and drain lines, and painting for appearance).
- k) Boiler shell, tubes, and refractory material.
- l) Replacement of complete unit.
- m) Any items of equipment that are recommended or required by Insurance Companies, Government, State, Municipal or other authorities.
- n) Any inspection, service provided, or worked performed, including, but not limited to, the discovery of any worn or defective parts or components thereof under the Compressor Assurance Program ("CAP") or any other optional scheduled internal inspection of compressors are not covered under this agreement.

## Activities Section & Tasking List

Presented below are the tasks to be performed by type of equipment covered in the equipment schedule. **Note:** asterisk \* indicates the specific task will be performed only if applicable to the specific piece of equipment.

### Magnetic Bearing Centrifugal Chillers

Manufacturer/Model/Serial: McQuay/WMC250/STNU100900039

#### Annual Inspection: (1)

Check in with facility maintenance manager to discuss any operating issues or deficiencies.  
Check unit for proper operation, interlocks, controls, and excessive noise or vibration.  
Tighten all starter, motor, and control connections.  
Visually inspect condition of starter contacts and overloads for wear, pitting, and any signs of overheating.  
Check thermal flow switches.  
Test for refrigerant leaks including relief valve piping outlets.  
Inspect water piping and valves for leakage; check condition of unit and pipe insulation.  
Check areas for proper dielectric grease on applicable terminals. \*  
Check vane control operation.  
Check Electronic Expansion Valve operation.  
MicroTech E check, log, last fault analysis, and analyze performance.  
Complete operating log of temperatures, pressures, voltages, amperages, and review all readings. Include chiller starts and run times. \*  
Inspect vibration eliminators and pads. \*  
Blow down strainer and clean screen.  
Check control operation for tower fans and bypass valve. \*  
Review operating procedures with chiller operator.  
Review services performed and report any uncorrected deficiencies to facility maintenance manager.

#### Operational Inspection: (3)

Check in with facility maintenance manager to discuss any operating issues or deficiencies.  
Check unit for proper operation, interlocks, controls, and excessive noise or vibration.  
Visually inspect condition of starter contacts and overloads for wear, pitting, and any signs of overheating.  
Review owner's log for trends.  
Visually inspect units, piping, and accessories for any signs refrigerant leakage.  
Inspect water piping and valves for leakage; check condition of unit and pipe insulation.  
Visually inspect power panels and control panel.  
Complete operating log of temperatures, pressures, voltages, amperages, and review all readings. Include chiller starts and run times. \*  
MicroTech E check, log, last fault analysis, and analyze performance.  
Review compressor event and fault logs.  
Review operating procedures with chiller operator.  
Review services performed and report any uncorrected deficiencies to facility maintenance manager.

# MAINTENANCE RENEWAL PROPOSAL



## Inspection Agreement Linn Co Dr. Percy and Lileah Harris Building - C05597

1260 6th Street Southeast  
Cedar Rapids, IA 52401

Proposal #: Q-00094477  
OMNIA Membership # 1041178  
OMNIA Certified Proposal# R200401-IA-316199

**OMNIA**<sup>®</sup>  
P A R T N E R S

### Prepared for:

**Steve Nunemaker**  
Assistant Facilities Manager  
Linn County Facilities - Iowa  
6/3/2022

### Prepared by:

**Shey R Bauer, C.E.M.**  
Regional Service Sales Representative  
Quad Cities Service Center  
Mobile: 5637770841  
E-mail: shey.bauer@daikinapplied.com





## A Proven Partner

Our customers count on Daikin Applied to design and manufacture technologically advanced commercial HVAC systems that deliver the highest efficiency and solutions that extend the life their building systems.

## Our Company

Daikin Applied is a wholly owned subsidiary of Daikin Industries, Ltd. the largest air conditioning manufacturer in the world. Product innovation is a hallmark at Daikin Applied. Customers rely on products like Magnitude® magnetic bearing chillers, Pathfinder® air cooled chillers, Rebel® rooftop units, SmartSource® water source heat pumps, and Modular Central Plants for exceptional efficiency, reliability, and sustainability.

## Our Values

Quality and comfortable air is central to our lives – at work and at play. We strive to improve Indoor Environmental Air Quality in the buildings we serve. Quality people delivering quality products. From concept and design through production and delivery we are committed to making the products you receive a reliable component of your building system.

We continue to challenge ourselves to develop new technologies that minimize energy usages and maximize comfort. Across Daikin, we believe little efforts that individuals can make to protect the environment can add up to big things.

## Locations

Daikin Applied has more than six million square feet of manufacturing facilities at 12 plants on three continents. We have locations with more than 5,000 dedicated employees around the world. All our manufacturing facilities in the United States are ISO 9001 certified. For more information, visit [www.DaikinApplied.com](http://www.DaikinApplied.com).

The award-winning Daikin Applied Development Center, at our headquarters in Plymouth, Minnesota, is the world's most advanced facility for HVAC research and development. Every day our people work to develop HVAC technologies that reduce energy consumption and the carbon footprint of the buildings where they will be used.

## Service Capabilities

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- Comprehensive maintenance agreements
- Planned inspections
- System upgrades
- Equipment replacement

### ***Daikin Rental Solutions***

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- Regularly scheduled maintenance or inspection – Optimized operation and reduced repair costs
- System monitoring reports – Designed to keep you aware of potential repairs or suggested upgrades
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### Scope of Services

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### **Scope of Work**

Provide inspections annually per the Equipment Schedule and Tasking List(s) herein.

### **Program Overview**

The owner is requesting a preventive maintenance program which will provide routine inspection and maintenance of the covered equipment. Timely inspections can minimize or prevent unscheduled down-time by detecting deficiencies early. Scheduled factory recommended maintenance will ensure efficient operation and maximum equipment life.

Repairs by trained technicians keep the equipment operating to specification.

Owner operator knowledge is a key component of any maintenance program. During equipment inspections, Daikin Applied recommends owner participation to help them learn proper equipment operation and early problem recognition that can minimize service outages and increase satisfaction.

### **Personnel**

Daikin will perform all services using factory-trained technicians who specialize in HVAC, refrigeration and electronic system maintenance and repair service.

**Emergency Coverage:** Available 24 hours a day, 7 days a week, 365 days a year. Emergency Response is on a time and material basis.

### **Duration:**

This agreement shall remain in effect for an initial term of 1 year(s) beginning on 7/1/2022 (the "Effective Date") and shall continue from year to year thereafter unless at least 30 days prior to the expiration date of the initial term or any extended term, either party gives the other written notice of its intention to terminate this agreement.

Payment will be In Advance as follows: on the first day of each Year beginning on 7/1/2022 the (Effective Date) of this agreement, Daikin will provide an invoice in the amount of \$4,484.00 and will be due upon receipt.

This Agreement is subject to Customer's acceptance of the attached Daikin Applied Terms and Conditions.

### Emergency Service Response

Emergency service is available on a 7-day, 24 hour basis. For scheduled service and repairs covered under this agreement and performed at the Customer's request outside of normal working hours, the Customer agrees to pay the difference between the prevailing standard billing rate and the prevailing overtime rate.

### Equipment Repair

Daikin will perform all services during its regular working hours unless otherwise specified. Any services requested or agreed to by Customer that are outside the Scope of Work will be performed by Company at an additional cost. Company will invoice such services at a special service and repair billing rate at Company's published labor rate for the service area.

### Standard Inclusions:

The agreement includes travel to and from the site, preventative maintenance materials, and any trips to supply houses to procure materials. The customer will receive a written report for the inspection or services provided. For specific activities associated with the equipment covered under the agreement, reference the preventative maintenance activities section.

### Standard Exclusions:

- Customer to have chiller secured and condenser bundle drained prior to arrival.
- All work to be performed during 'normal working hours'.
- Any and all recommended/required repairs to be quoted separately.

### Equipment Schedule

| Equipment Type                           | Qty | Site              | Manufacturer/Model/Serial                                       | Program         | Inspections |
|------------------------------------------|-----|-------------------|-----------------------------------------------------------------|-----------------|-------------|
| Magnetic Bearing<br>Centrifugal Chillers | 2   | Site 1,<br>Site 1 | Daikin WMC036DD STNU181000042,<br>Daikin WMC036DD STNU181000044 | Inspection Only | 4           |

## OMNIA Pricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this Maintenance Agreement proposal. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

### Investment Amount and Billing Terms:

Investment required to implement the proposed solution

**\$4,484.00 Four Thousand, Four Hundred Eighty Four dollars and Zero cents**

***\*Price does not include applicable sales tax***

Proposal, inclusive of the pricing, is provided in accordance with Region 4 ESC Contract # R200401, available via OMNIA Partners, including the terms and conditions contained therein

(<https://public.omniapartners.com/suppliers/daikin-applied/contract-documentation#c38611>) shall govern this Proposal and the corresponding scope of work as described herein which are hereby incorporated by this reference. Pricing and acceptance are subject to Daikin Applied's final credit approval.

### **Billing/Payment Terms\*: ANNUAL BILLING**

***\*All billings are due immediately upon Receipt***

**Standard Discounts:** 10% off Street Rate; 10% Parts (does not include refrigerant or subcontractors).

This proposal will be honored by Daikin Applied for 30 days from the date on the front of the proposal. After 30 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the proposal.

Linn County Facilities - Iowa  
935 2nd Street SW  
Cedar Rapids, IA 52404

Site Address:  
1260 6th Street Southeast  
Cedar Rapids, IA 52401

### **Accepted by:**

\_\_\_\_\_  
(Print Full Legal Name of Customer)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Date:

### **Approved by:**

\_\_\_\_\_  
(Print Full Legal Name of Daikin Applied Representative)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Date:

**Note: This Agreement is subject to final approval by Daikin Applied.**

## Inspection Program Responsibilities

### 1. **Daikin Applied agrees to:**

- a) Furnish its Inspection Service during normal working hours, unless otherwise specified on page 1 herein, on the Equipment, in accordance with the Maintenance Agreement Service Program(s) at the price stated herein and subject to the terms and conditions set forth herein.
- b) Provide a written report to the Customer about the condition of the Equipment and any recommendations for necessary repairs or enhancements to maintain capacity, reliability, and efficiency.
- c) Instruct the person(s) responsible for Equipment operation and familiarize them with normal operation.

### 2. **Customer agrees to:**

- a) Designate a representative in its employ to receive instructions in the operation of the Equipment. Such representative shall have authority to carry out recommendations received from Daikin Applied in conjunction with the performance of this Agreement.
- b) Allow Daikin Applied to start and stop the Equipment in order to perform services specified in this Agreement.
- c) Operate the Equipment in accordance with Daikin Applied instruction and to notify Daikin Applied promptly of any change in the usual operating conditions.
- d) Provide reasonable means of access to the Equipment and building.
- e) Employ only Daikin Applied personnel or persons authorized by Daikin Applied to perform all work on the Equipment, except for operation of same.

### 3. **It is understood that,** except to the extent otherwise provided in the Maintenance Agreement Equipment Schedule, the services and maintenance provided for herein includes only those items listed herein. It does not, for example, include any of the following:

- a) Normal daily and weekend functions of stopping/starting the Equipment covered hereunder.
- b) The maintenance of space conditions or system performance.
- c) The changing or cleaning of air filters.
- d) Piping or ductwork.
- e) Damage due to freezing weather.
- f) Water treatment.
- g) Corrosion or erosion damage to water and/or air side of Equipment (for example, but not limited to the following: tube bundles, heat exchangers, structural supports, and coils.)
- h) Disconnect switches, fuses and circuit breakers.
- i) Portable recorders
- j) Complementary equipment (for example, but not limited to the following: cabinets, fixtures, water boxes, water supply lines and drain lines, and painting for appearance).
- k) Boiler shell, tubes, and refractory material.
- l) Replacement of complete unit.
- m) Any items of equipment that are recommended or required by Insurance Companies, Government, State, Municipal or other authorities.
- n) Any inspection, service provided, or work performed, including, but not limited to, the discovery of any worn or defective parts or components thereof under the Compressor Assurance Program ("CAP") or any other optional scheduled internal inspection of compressors are not covered under this agreement.

## **Activities Section & Tasking List**

Presented below are the tasks to be performed by type of equipment covered in the equipment schedule. **Note:** asterisk \* indicates the specific task will be performed only if applicable to the specific piece of equipment.

### **Magnetic Bearing Centrifugal Chillers**

Manufacturer/Model/Serial: Daikin|WMC036DD|STNU181000042,  
Daikin|WMC036DD|STNU181000044

#### **Annual Inspection: (1)**

Check in with facility maintenance manager to discuss any operating issues or deficiencies.  
Check unit for proper operation, interlocks, controls, and excessive noise or vibration.  
Tighten all starter, motor, and control connections.  
Visually inspect condition of starter contacts and overloads for wear, pitting, and any signs of overheating.  
Check thermal flow switches.  
Test for refrigerant leaks including relief valve piping outlets.  
Inspect water piping and valves for leakage; check condition of unit and pipe insulation.  
Check areas for proper dielectric grease on applicable terminals. \*  
Check vane control operation.  
Check Electronic Expansion Valve operation.  
MicroTech E check, log, last fault analysis, and analyze performance.  
Complete operating log of temperatures, pressures, voltages, amperages, and review all readings. Include chiller starts and run times. \*  
Inspect vibration eliminators and pads. \*  
Blow down strainer and clean screen.  
Check control operation for tower fans and bypass valve. \*  
Review operating procedures with chiller operator.  
Review services performed and report any uncorrected deficiencies to facility maintenance manager.

#### **Operational Inspection: (3)**

Check in with facility maintenance manager to discuss any operating issues or deficiencies.  
Check unit for proper operation, interlocks, controls, and excessive noise or vibration.  
Review owner's log for trends.  
Visually inspect units, piping, and accessories for any signs refrigerant leakage.  
Inspect water piping and valves for leakage; check condition of unit and pipe insulation.  
Visually inspect power panels and control panel.  
Complete operating log of temperatures, pressures, voltages, amperages, and review all readings. Include chiller starts and run times. \*  
MicroTech E check, log, last fault analysis, and analyze performance.  
Review compressor event and fault logs.  
Review operating procedures with chiller operator.  
Review services performed and report any uncorrected deficiencies to facility maintenance manager.  
Perform seasonal start-up one time annually, per manufacturer's recommendations.  
Perform seasonal shutdown one time annually, per manufacturer's recommendations.

#### **Note:**

NOTE #1: Adequate water treatment by a qualified water treatment firm should be furnished for the equipment covered under this agreement.



## CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
03/23/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

|                                                                                                                                          |                                                                                                                                                                                                                                                                           |
|------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>PRODUCER</b><br>Marsh USA Inc.<br>400 West Market Street, Suite 700<br>Louisville, KY 40202<br>Attn: Louisville.centrequest@marsh.com | <b>CONTACT</b><br>NAME:<br>PHONE (A/C, No, Ext):<br>FAX (A/C, No):<br>E-MAIL:<br>ADDRESS:                                                                                                                                                                                 |
| <b>INSURED</b><br>Daikin Applied Americas Inc.<br>dba Daikin Applied<br>13600 Industrial Park Boulevard<br>Minneapolis, MN 55441         | <b>INSURER(S) AFFORDING COVERAGE</b><br>INSURER A: Mitsui Sumitomo Insurance USA Inc. 22551<br>INSURER B: Sentry Insurance A Mutual Co 24988<br>INSURER C: Liberty Mutual Insurance Company 23043<br>INSURER D: Sentry Casualty Company 28460<br>INSURER E:<br>INSURER F: |

| COVERAGES                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                   | CERTIFICATE NUMBER: CLE-006629392-01                                                      |                                                       | REVISION NUMBER: 0      |                         |                                                                                |              |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------|-------------------------------------------------------|-------------------------|-------------------------|--------------------------------------------------------------------------------|--------------|
| THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS. |                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                           |                                                       |                         |                         |                                                                                |              |
| INSUR LTR                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | TYPE OF INSURANCE                                                                                                                                                                                                                                                                                                                                                                 | ADDL SUBR INAD. WVD                                                                       | POLICY NUMBER                                         | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS                                                                         |              |
| A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY<br><br><input checked="" type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br><input checked="" type="checkbox"/> SIR: \$400,000<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br>POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC<br><br>OTHER: |                                                                                           | GL 212257                                             | 04/01/2021              | 04/01/2022              | EACH OCCURRENCE                                                                | \$ 1,000,000 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                           |                                                       |                         |                         | DAMAGE TO RENTED PREMISES (Ea occurrence)                                      | \$ 1,000,000 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                           |                                                       |                         |                         | MED EXP (Any one person)                                                       | \$ 10,000    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                           |                                                       |                         |                         | PERSONAL & ADV INJURY                                                          | \$ 1,000,000 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                           |                                                       |                         |                         | GENERAL AGGREGATE                                                              | \$ 2,000,000 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                           |                                                       |                         |                         | PRODUCTS - COMP/OP AGG                                                         | \$ 2,000,000 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                           |                                                       |                         |                         |                                                                                | \$           |
| A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <input checked="" type="checkbox"/> AUTOMOBILE LIABILITY                                                                                                                                                                                                                                                                                                                          |                                                                                           | BVR8406442 (AOS)                                      | 04/01/2021              | 04/01/2022              | COMBINED SINGLE LIMIT (Ea accident)                                            | \$ 2,000,000 |
| A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <input checked="" type="checkbox"/> ANY AUTO                                                                                                                                                                                                                                                                                                                                      |                                                                                           | BVM8603074 (MA)                                       | 04/01/2021              | 04/01/2022              | BODILY INJURY (Per person)                                                     | \$           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <input checked="" type="checkbox"/> OWNED AUTOS ONLY                                                                                                                                                                                                                                                                                                                              | <input type="checkbox"/> SCHEDULED AUTOS                                                  |                                                       |                         |                         | BODILY INJURY (Per accident)                                                   | \$           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <input checked="" type="checkbox"/> HIRED AUTOS ONLY                                                                                                                                                                                                                                                                                                                              | <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY                                  |                                                       |                         |                         | PROPERTY DAMAGE (Per accident)                                                 | \$           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                           |                                                       |                         |                         | DEDUCTIBLE                                                                     | \$ 350,000   |
| A                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> EXCESS LIAB                                                                                                                                                                                                                                                                                 | <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> CLAIMS-MADE | UMB5700287                                            | 04/01/2021              | 04/01/2022              | EACH OCCURRENCE                                                                | \$ 5,000,000 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                           |                                                       |                         |                         | AGGREGATE                                                                      | \$ 5,000,000 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                           |                                                       |                         |                         |                                                                                | \$           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                           |                                                       |                         |                         | DED                                                                            | RETENTION \$ |
| D                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY                                                                                                                                                                                                                                                                                                                                     | Y/N                                                                                       | 90-20216-02 (Daikin Ded.)                             | 04/01/2021              | 04/01/2022              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER |              |
| B                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER MEMBER EXCLUDED? (Mandatory in MN)<br>If yes, describe under DESCRIPTION OF OPERATIONS below                                                                                                                                                                                                                                             | N/A                                                                                       | 90-20216-03 - (Daikin Retro)<br>Deductible: \$500,000 | 04/01/2021              | 04/01/2022              | E.L. EACH ACCIDENT                                                             | \$ 1,000,000 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                           |                                                       |                         |                         | E.L. DISEASE - EA EMPLOYEE                                                     | \$ 1,000,000 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                           |                                                       |                         |                         | E.L. DISEASE - POLICY LIMIT                                                    | \$ 1,000,000 |
| C                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | CRIME                                                                                                                                                                                                                                                                                                                                                                             |                                                                                           | F13CABHX0004                                          | 06/30/2020              | 06/30/2021              | LIMIT                                                                          | \$ 5,000,000 |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                           |                                                       |                         |                         | SIR                                                                            | \$ 250,000   |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)  
Evidence Only

|                                                                                                                                             |                                                                                                                                                                                                                                                             |
|---------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>CERTIFICATE HOLDER</b><br>Daikin Applied Americas Inc.<br>dba Daikin Applied<br>13600 Industrial Park Boulevard<br>Minneapolis, MN 55441 | <b>CANCELLATION</b><br>SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE<br>of Marsh USA Inc.<br>John C Logan |
|---------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|

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ACORD 25 (2016/03)

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# MAINTENANCE RENEWAL PROPOSAL



## Linn County Public Svc Center Inspection Agreement

935 2nd St SW  
Cedar Rapids, IA 52404

Proposal #: Q-00095349  
OMNIA Membership # 1041178  
OMNIA Certified Proposal # R200401-IA-316196

**OMNIA**<sup>®</sup>  
P A R T N E R S

## Prepared for:

### Steve Nunemaker

Assistant Facilities Manager  
Linn County Facilities - Iowa  
6/3/2022

## Prepared by:

### Shey R Bauer, C.E.M.

Regional Service Sales Representative  
Quad Cities Service Center

Mobile: 5637770841

E-mail: [shey.bauer@daikinapplied.com](mailto:shey.bauer@daikinapplied.com)



## Service Capabilities

### ***Extend the life of your equipment with Daikin Applied Service Group***

Keep your building's HVAC system running at its best with world-class Daikin Applied Service Care programs. Daikin Applied Comprehensive Care programs can save you money on energy and repair costs by optimizing system performance, reducing the number of unexpected breakdowns, and minimizing downtime for repairs. Plus, Daikin Applied Comprehensive Care programs can be tailored to fit your unique building needs and budget.

- Comprehensive maintenance agreements
- Planned inspections
- System upgrades
- Equipment replacement

### ***Daikin Rental Solutions***

Daikin Rental Solutions can provide and temporarily install a complete line of HVAC products designed to keep your building or process going when unexpected circumstances or catastrophic failure occurs. The need for additional cooling will occasionally arise due to planned down time of the facility's equipment and or simply supplementing aging or inefficient existing systems during periods of heavy loads. In order to help customers properly prepare for disaster recovery, Daikin can develop a contingency plan for securing their facility's HVAC needs no matter the situation. This proactive planning will greatly reduce the time, and expense needed to get the building or process operational in the event of failure.

### ***Quality repair service you can count on***

When something breaks, count on Daikin Applied's service professionals to be there when you need us. Available 24/7/365, our factory trained technicians have extensive knowledge of HVAC systems and controls to perform maintenance and repairs in your building. We arm our technicians with the technology and skills to quickly diagnose and repair your equipment – whatever the make or model – our mission is to fix it right the first time.

### ***Safety... never compromised***

Safety is a core value across our business. Daikin Applied is committed to protecting the health and safety of our employees, customers, and the public.

### ***At the jobsite – training, knowledge, awareness***

All service supervisors are OSHA 30 hr certified and technicians must complete the D&B Service Safety Management Program which includes monthly OSHA compliant safety training, toolbox safety, and auditing. Before starting work, a Job Hazard Analysis assessment is completed. Personnel are equipped with Personal Protective Equipment that include NFPA-70E compliant fire rated uniforms and Arc flash for electrical tasks.

### ***Environmental***

Our technicians are fully trained in the proper handling and recovery of refrigerants to comply with EPA Clean Air Act regulations during service, repair, or disposal of air conditioning equipment.

### ***With Daikin Applied Comprehensive Care Programs, you can expect***

Preferred service scheduling – Daikin Applied Comprehensive Care Program customers receive priority service

- Regularly scheduled maintenance or inspection – Optimized operation and reduced repair costs
- System monitoring reports – Designed to keep you aware of potential repairs or suggested upgrades
- Technical support - Backed by Daikin Applied design and manufacturing expertise

Operational instruction – Factory trained technicians are available to instruct your staff on-site

### Scope of Services

Daikin Applied Americas, Inc. is pleased to offer the following Maintenance Agreement proposal for your consideration. Thank you for selecting Daikin Applied Service Group to care for your building's system. Our factory-trained service personnel have the knowledge and experience to deliver the best support available. Daikin will perform all services using factory-trained technicians who specialize in HVAC, refrigeration and electronic system maintenance and repair services. Daikin is pleased to offer this proposal for your consideration.

### **Scope of Work**

Provide four (4) inspections annually per the Equipment Schedule and Tasking List(s) herein.

### **Program Overview**

The owner is requesting a preventive maintenance program which will provide routine inspection and maintenance of the covered equipment. Timely inspections can minimize or prevent unscheduled down-time by detecting deficiencies early. Scheduled factory recommended maintenance will ensure efficient operation and maximum equipment life.

Repairs by trained technicians keep the equipment operating to specification.

Owner operator knowledge is a key component of any maintenance program. During equipment inspections, Daikin Applied recommends owner participation to help them learn proper equipment operation and early problem recognition that can minimize service outages and increase satisfaction.

### **Personnel**

Daikin will perform all services using factory-trained technicians who specialize in HVAC, refrigeration and electronic system maintenance and repair service.

**Emergency Coverage:** Available 24 hours a day, 7 days a week, 365 days a year. Emergency Response is on a time and material basis.

### **Duration:**

This agreement shall remain in effect for an initial term of 1 year(s) beginning on 7/1/2022 (the "Effective Date") and shall continue from year to year thereafter unless at least 30 days prior to the expiration date of the initial term or any extended term, either party gives the other written notice of its intention to terminate this agreement.

Payment will be In Advance as follows: on the first day of each Year beginning on 7/1/2022 the (Effective Date) of this agreement, Daikin will provide an invoice in the amount of \$4,208.00 and will be due upon receipt.

This Agreement is subject to Customer's acceptance of the attached Daikin Applied Terms and Conditions.

### Emergency Service Response

Emergency service is available on a 7-day, 24 hour basis. For scheduled service and repairs covered under this agreement and performed at the Customer's request outside of normal working hours, the Customer agrees to pay the difference between the prevailing standard billing rate and the prevailing overtime rate.

### Equipment Repair

Daikin will perform all services during its regular working hours unless otherwise specified. Any services requested or agreed to by Customer that are outside the Scope of Work will be performed by Company at an additional cost. Company will invoice such services at a special service and repair billing rate at Company's published labor rate for the service area.

### Standard Inclusions:

The agreement includes travel to and from the site, preventative maintenance materials, and any trips to supply houses to procure materials. The customer will receive a written report for the inspection or services provided. For specific activities associated with the equipment covered under the agreement, reference the preventative maintenance activities section.

### Standard Exclusions:

- All work to be performed during 'normal working hours'.
- Any and all recommended/required repairs to be quoted separately.

### Other Exclusions and Clarifications:

Condenser tube cleaning performed by others.

### Equipment Schedule

| Equipment Type                           | Qty | Site   | Manufacturer/Model/Serial                                     | Program         | Inspections |
|------------------------------------------|-----|--------|---------------------------------------------------------------|-----------------|-------------|
| Magnetic Bearing<br>Centrifugal Chillers | 2   | Site 1 | Daikin WMC145D STNU110400039,<br>Daikin WMC145D STNU110400056 | Inspection Only | 4           |

## OMNIA Pricing and Acceptance

Feel free to contact me if you have any questions or concerns regarding the information contained in this Maintenance Agreement proposal. If you would like us to proceed with the solution presented above, sign the acceptance line below (including PO# if applicable) and return a copy so that we can begin to mobilize our efforts to complete services as quickly as possible. We appreciate the opportunity to provide you with this solution and look forward to working with you on this and servicing your needs in the future.

### Investment Amount and Billing Terms:

Investment required to implement the proposed solution

**\$4,208.00 Four Thousand, Two Hundred Eight dollars and Zero cents**

***\*Price does not include applicable sales tax***

Proposal, inclusive of the pricing, is provided in accordance with Region 4 ESC Contract # R200401, available via OMNIA Partners, including the terms and conditions contained therein (<https://public.omniapartners.com/suppliers/daikin-applied/contract-documentation#c38611>) shall govern this Proposal and the corresponding scope of work as described herein which are hereby incorporated by this reference. Pricing and acceptance are subject to Daikin Applied's final credit approval.

### **Billing/Payment Terms\*: ANNUAL BILLING**

***\*All billings are due immediately upon Receipt***

**Standard Discounts:** 10% off Street Rate; 10% Parts (does not include refrigerant or subcontractors)

This proposal will be honored by Daikin Applied for 60 days from the date on the front of the proposal. After 60 days, Daikin Applied reserves the right to evaluate cost changes (both increases and decreases) from the proposal.

~~Garth Fagerbakke~~  
Linn County Facilities - Iowa  
935 2nd Street SW  
Cedar Rapids, IA 52404

Site Address:  
935 2nd St SW  
Cedar Rapids, IA 52404

### **Accepted by:**

\_\_\_\_\_  
(Print Full Legal Name of Customer)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Date:

### **Approved by:**

\_\_\_\_\_  
(Print Full Legal Name of Daikin Applied Representative)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
Date:

**Note: This Agreement is subject to final approval by Daikin Applied.**

## Inspection Program Responsibilities

### 1. **Daikin Applied agrees to:**

- a) Furnish its Inspection Service during normal working hours, unless otherwise specified on page 1 herein, on the Equipment, in accordance with the Maintenance Agreement Service Program(s) at the price stated herein and subject to the terms and conditions set forth herein.
- b) Provide a written report to the Customer about the condition of the Equipment and any recommendations for necessary repairs or enhancements to maintain capacity, reliability, and efficiency.
- c) Instruct the person(s) responsible for Equipment operation and familiarize them with normal operation.

### 2. **Customer agrees to:**

- a) Designate a representative in its employ to receive instructions in the operation of the Equipment. Such representative shall have authority to carry out recommendations received from Daikin Applied in conjunction with the performance of this Agreement.
- b) Allow Daikin Applied to start and stop the Equipment in order to perform services specified in this Agreement.
- c) Operate the Equipment in accordance with Daikin Applied instruction and to notify Daikin Applied promptly of any change in the usual operating conditions.
- d) Provide reasonable means of access to the Equipment and building.
- e) Employ only Daikin Applied personnel or persons authorized by Daikin Applied to perform all work on the Equipment, except for operation of same.

### 3. **It is understood that,** except to the extent otherwise provided in the Maintenance Agreement Equipment Schedule, the services and maintenance provided for herein includes only those items listed herein. It does not, for example, include any of the following:

- a) Normal daily and weekend functions of stopping/starting the Equipment covered hereunder.
- b) The maintenance of space conditions or system performance.
- c) The changing or cleaning of air filters.
- d) Piping or ductwork.
- e) Damage due to freezing weather.
- f) Water treatment.
- g) Corrosion or erosion damage to water and/or air side of Equipment (for example, but not limited to the following: tube bundles, heat exchangers, structural supports, and coils.)
- h) Disconnect switches, fuses and circuit breakers.
- i) Portable recorders
- j) Complementary equipment (for example, but not limited to the following: cabinets, fixtures, water boxes, water supply lines and drain lines, and painting for appearance).
- k) Boiler shell, tubes, and refractory material.
- l) Replacement of complete unit.
- m) Any items of equipment that are recommended or required by Insurance Companies, Government, State, Municipal or other authorities.
- n) Any inspection, service provided, or worked performed, including, but not limited to, the discovery of any worn or defective parts or components thereof under the Compressor Assurance Program ("CAP") or any other optional scheduled internal inspection of compressors are not covered under this agreement.

## Activities Section & Tasking List

Presented below are the tasks to be performed by type of equipment covered in the equipment schedule. **Note:** asterisk \* indicates the specific task will be performed only if applicable to the specific piece of equipment.

### Magnetic Bearing Centrifugal Chillers

Manufacturer/Model/Serial: Daikin/WMC145D/STNU110400039,  
Daikin/WMC145D/STNU110400056

#### Annual Inspection: (1)

Check in with facility maintenance manager to discuss any operating issues or deficiencies.  
Check unit for proper operation, interlocks, controls, and excessive noise or vibration.  
Tighten all starter, motor, and control connections.  
Visually inspect condition of starter contacts and overloads for wear, pitting, and any signs of overheating.  
Check thermal flow switches.  
Test for refrigerant leaks including relief valve piping outlets.  
Inspect water piping and valves for leakage; check condition of unit and pipe insulation.  
Check areas for proper dielectric grease on applicable terminals. \*  
Check vane control operation.  
Check Electronic Expansion Valve operation.  
MicroTech E check, log, last fault analysis, and analyze performance.  
Complete operating log of temperatures, pressures, voltages, amperages, and review all readings. Include chiller starts and run times. \*  
Inspect vibration eliminators and pads. \*  
Blow down strainer and clean screen.  
Check control operation for tower fans and bypass valve. \*  
Review operating procedures with chiller operator.  
Review services performed and report any uncorrected deficiencies to facility maintenance manager.

#### Operational Inspection: (3)

Check in with facility maintenance manager to discuss any operating issues or deficiencies.  
Check unit for proper operation, interlocks, controls, and excessive noise or vibration.  
Visually inspect condition of starter contacts and overloads for wear, pitting, and any signs of overheating.  
Review owner's log for trends..  
Visually inspect units, piping, and accessories for any signs refrigerant leakage.  
Inspect water piping and valves for leakage; check condition of unit and pipe insulation.  
Visually inspect power panels and control panel.  
Complete operating log of temperatures, pressures, voltages, amperages, and review all readings. Include chiller starts and run times. \*  
MicroTech E check, log, last fault analysis, and analyze performance.  
Review compressor event and fault logs.  
Review operating procedures with chiller operator.  
Review services performed and report any uncorrected deficiencies to facility maintenance manager.

# **Linn County Children's Mental Health Assistance Program FY23 Provider Agreement**

**THIS AGREEMENT** (the "Agreement") is by and between Linn County and Families, Inc. ("Provider").

The statements and intentions of the parties, to this Agreement, are as follows:

Linn County is a governmental entity organized under the Code of Iowa, governed by the Board of Supervisors. Linn County is interested in contracting with Provider to purchase services for the benefit of Linn County Individuals.

Provider is licensed, certified and/or accredited under the laws of the State of Iowa to provide mental health/behavioral health services and is interested in contracting with Linn County to provide services for the benefit of Linn County Individuals.

In consideration of the premises and promises contained herein, it is mutually agreed by and between Linn County and Provider as follows:

## **SECTION 1 Definitions**

**Assignment:** The act of transferring to another all or part of one's property interest or rights.

**Copayment:** The amounts, which may be charged to Linn County Individual at the time services are rendered.

**Linn County Individual:** A person who is eligible and authorized to receive funding as defined by the Linn County Children's Mental Health Assistance Program.

**Covered Services:** Services approved by the Coordinator of the Linn County Children's Mental Health Assistance Program and included in this agreement.

**Subcontract:** The act in which one party to the original contract enters into a contract with a third party to provide some or all of the services listed in the original contract.

**Protected Health Information:** Individually identifiable health information that is transmitted by or maintained in electronic media or transmitted by or maintained in any other form or medium.

## **SECTION 2 Duties of Provider**

**Section 2.1 Provision of Covered Services.** Provider shall provide services to each Linn County Individual who is authorized by the Linn County Children's Mental Health Assistance Program to receive such services to the extent designated in Attachment A, Service Definitions and Rates. Such services shall be rendered in compliance with applicable laws and regulations. Provider shall also provide services in a manner which: (a) documents the services provided, in conformance with Federal, State and local laws and regulations, and (b) protects the confidentiality of the Linn County Individual's protected health information.

**Section 2.2 Authorization and Notification Requirements.** All services provided to Linn County Individuals by Provider must be authorized by the Linn County Children's Mental Health Assistance Program prior to or at the time of rendering services.

**Section 2.3 Access to Books and Records.** Unless otherwise required by applicable statutes or regulation, Provider shall allow Linn County access to books and records, for purposes of appeals, utilization, quality assurance review, grievance, claims payment review, individual medical records review or financial audits, during the term of this contract and seven (7) years following its termination. Provider shall provide records or copies of records at a cost of twenty-five cents (\$.25) a page.

### **SECTION 3**

#### **Reimbursement to provider**

**Section 3.1 Compensation to Provider.** Provider agrees to accept payment from Linn County for services provided to Linn County Individuals under this Agreement as payment in full, less any other amount due from Linn County Individuals or insurance payments for such services. Compensation for services is included as Attachment A, Service Definitions and Rates, and subsequent amendments thereto.

**Section 3.2 Timely Submission of Invoices.** Invoices must be submitted within one year of service delivery, to be reimbursable by the County.

### **SECTION 4**

#### **Relationship Between the Parties**

**Section 4.1 Relationship Between Linn County and Provider.** The relationship between Linn County and Provider is solely that of independent contractor and nothing in this Agreement shall be construed or deemed to create any other relationship including one of employment, agency or joint venture. Provider shall maintain social security, workers' compensation and all other employee benefits covering Provider's employees as required by law.

### **SECTION 5**

#### **Hold Harmless, Indemnification and Liability Insurance**

**Section 5.1 Provider Hold Harmless and Indemnification.** Provider shall defend, hold harmless and indemnify Linn County against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Linn County that arise out of acts or omission of Provider or Provider's employees, agents or representatives in the discharge of its responsibilities under this Agreement.

**Section 5.2 Linn County Hold Harmless and Indemnification.** Linn County shall defend, hold harmless and indemnify Provider against any and all claims, liability, damages or judgments asserted against, imposed or incurred by Provider that arise out of acts or omission of Linn County or Linn County employees, agents or representatives in the discharge of its responsibilities under this Agreement.

**Section 5.3 Provider Liability Insurance.** Provider shall procure and maintain, at the Provider's own expense, professional liability insurance and comprehensive general and/or umbrella liability insurance. Provider shall provide proof of self-insurance, if Provider is self-insured.

## **SECTION 6**

### **Laws and Regulations**

**Section 6.1 Laws and Regulations.** Provider warrants that it is, and during the term of this Agreement will continue to be, operating in full compliance with all applicable federal and state laws.

**Section 6.2 Compliance with Civil Rights Laws.** Provider agrees not to discriminate or differentiate in the treatment of any otherwise qualified individual based on sex, race, color, age, religion, national origin or disability. Provider agrees to ensure services are rendered to Linn County Individuals in the same manner, and in accordance with the same standards and with the same availability, as offered to any other individual receiving services from Provider.

**Section 6.3 Equal Opportunity Employer.** Linn County is an equal employment opportunity employer. Linn County supports a policy prohibiting discrimination against any employee or applicant for employment on the basis of age, race, sex, color, national origin, religion, physical or mental disability, veteran or any other classification protected by law or ordinance. Provider agrees that it is in full compliance with Linn County's Equal Employment Policy as expressed herein.

**Section 6.4 Confidentiality of Records.** Linn County and Provider agree to maintain the confidentiality of all information regarding Covered Services provided to Linn County Individuals under this Agreement in accordance with any applicable laws and regulations including the Health Information Portability and Accountability Act (HIPAA) of 1996. Provider acknowledges that in receiving, storing, processing, or otherwise dealing with information from Linn County about Individuals, it is fully bound by federal and state laws and regulations, including HIPAA governing the confidentiality of medical records and mental health records. Relevant confidentiality requirements include, but are not limited to:

- (A) Disclosures to third Parties: Provider shall obtain reasonable written assurances from any third party, including subcontractors or agents, to whom protected health information will be disclosed. The written statements shall assure that (1) protected health information will be held confidentially and used or further disclosed only as required and permitted under either state law or the HIPAA Privacy Provisions; (2) the third party agrees to be governed by the same restrictions and conditions contained in this Agreement, and (3) the third party will notify Provider of any instance in which confidentiality of protected health information has been breached.
- (B) Accounting of Disclosures: Provider shall maintain an accounting of all disclosure of protected health information not expressly authorized in this Agreement or that does not relate to treatment, payment operation, or a signed, written authorization. The accounting shall include the date of the disclosure, name and address of the individual or entity which is the recipient of the disclosure, a brief description of the protected health information disclosed and the purpose of the disclosure.

**Section 6.5 Individual Authorizations.** Linn County shall notify Provider of any changes in, or withdrawal of, the individual authorizations provided to Linn County. Provider shall notify Linn County of any changes in, or withdrawal of, the individual authorizations provided to Provider.

**Section 6.6 Restrictions.** Linn County shall notify Provider, in a timely, written manner of any restrictions to the use or disclosure of protected health information agreed to by Linn County.

**Section 6.7 Security Measures.** Provider shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of or from Linn County. Provider shall ensure that any agent, including a subcontractor to whom it provides electronic protected health information, agrees to implement reasonable and appropriate safeguards to protect it.

## **SECTION 7**

### **Term and Termination**

**Section 7.1 Term.** The initial term of this Agreement shall be for a period of one (1) year, commencing on the date first above written, and shall automatically renew on a year to year basis on the same terms and conditions, unless terminated earlier by either party in accordance with this Agreement. This contract shall be reviewed **June 30, 2023**, unless terminated earlier by either party in accordance with this Agreement.

**Section 7.2 Non-Renewal of Agreement.** Either party may choose not to renew this agreement upon ninety (90) days written notice to the other party prior to the expiration of the contract.

**Section 7.3 Termination of Agreement Without Cause.** Either party may terminate this Agreement without cause upon ninety (90) days prior written notice of termination to the other party.

**Section 7.4 Termination with Cause by Linn County.** Linn County shall have the right to terminate this Agreement immediately by giving written notice to Provider upon the occurrence of any of the following events: (a) restriction, suspension or revocation of Provider's license, certification or accreditation; (b) Provider's loss of any liability insurance required under this Agreement; (c) chapter 7 bankruptcy filed by the Provider or (d) Provider's material breach of any of the terms or obligation of this Agreement.

For other terms or obligations of this Agreement breached by the Provider, the following termination procedures shall apply. Prior to terminating the contract, Linn County shall notify the Provider in writing of the alleged deficiency or violation and identify the recommended corrective action and request a written response to the allegation. If the parties agree on appropriate corrective action, the party responsible for implementing that action shall forward a written description of such action to Linn County. In the event that the Provider fails to respond within thirty (30) days of receipt of the written notice of violation, or in the event that the parties fail to agree on appropriate corrective action, the County may notify the Provider, in writing, that the contract will terminate sixty (60) days after receipt of the written notice to terminate.

**Section 7.5 Termination with Cause by Provider.** Provider shall have the right to terminate this Agreement immediately by giving written notice to Linn County upon the occurrence of Linn County's material breach of any of the terms or obligations of this Agreement.

**Section 7.6 Information to Linn County Individuals.** Provider acknowledges the right of Linn County to inform Linn County Individuals of Provider's termination and agrees to cooperate with Linn County in deciding on the form of such notification.

**Section 7.7 Continuation of Services after Termination.** Upon request by Linn County, Provider shall continue to render services for up to 90 days in accordance with this Agreement until Linn County has

transferred Linn County Individuals to another provider or until such Linn County Individual is discharged.

**Section 7.8 Notices to Linn County.** Any notice, request, demand, waiver, consent, approval or other communication to Linn County which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

Linn County Children's Mental Health Assistance Program  
Attention: Coordinator  
1020 6<sup>th</sup> Street SE  
Cedar Rapids, IA 52401

**Section 7.9 Notices to Provider.** Any notice, request, demand, waiver, consent, approval or other communication to Provider which is required or permitted herein shall be in writing and shall be deemed given only if delivered personally, or sent by registered mail or certified mail, or by express mail courier service, postage prepaid, as follows:

Families, Inc.  
233 S Second Street  
PO Box 130  
West Branch, IA 52358

Attention: Amy Gosnell, Executive Director

Email: amy.gosnell@familiesinciowa.org  
Phone: 319-643-2532  
Fax: 319-643-5708

## **SECTION 8**

### **Amendments**

**Section 8.1 Amendment.** This Agreement may be amended at any time by the mutual written agreement of the parties. In addition, Linn County may amend this Agreement upon sixty (60) days advance notice to Provider and if Provider does not provide written objection to Linn County within the sixty (60) day period, then the amendment shall be effective at the expiration of the sixty (60) day period.

**Section 8.2 Regulatory Amendment.** Linn County may also amend this Agreement to comply with applicable statutes and regulations and shall give written notice to Provider of such amendment and its effective date. Such amendment will not require sixty (60) days advance written notice.

## **SECTION 9**

### **Other Terms and Conditions**

**Section 9.1 Non-Exclusivity.** This Agreement does not confer upon the Provider any exclusive right to provide services to Linn County Individuals. Linn County reserves the right to contract with other providers. The parties agree that Provider may continue to contract with other organizations.

**Section 9.2 Assignment.** Provider may not assign any of its rights and responsibilities under this Agreement to any person or entity without the prior written approval of Linn County.

**Section 9.3 Subcontracting.** Provider may not subcontract any of its rights and responsibilities under this Agreement to any person or entity without prior notification to and approval of Linn County.

**Section 9.4 Entire Agreement.** This Agreement and its attachments constitute the entire agreement between Linn County and Provider, and supersede or replace any prior agreements between Linn County and Provider relating to its subject matter.

**Section 9.5 Rights of Provider and Linn County.** Provider agrees that Linn County may use Provider's name, address, telephone number, and description of Provider and Provider's care and specialty services in any promotional activities. Otherwise, Provider and Linn County shall not use each other's name, symbol or service mark without prior written approval of the other party.

**Section 9.6 Invalidity.** If any term, provision or condition of this Agreement shall be determined invalid by a court of law, such invalidity shall in no way effect the validity of any other term, provision or condition of this Agreement, and the remainder of the Agreement shall survive in full force and effect unless to do so would substantially impair the rights and obligations of the parties to this Agreement.

**Section 9.7 No Waiver.** The waiver by either party of a breach or violation of any provisions of this Agreement shall not operate as or be construed to be a waiver of any subsequent breach.

This Agreement has been executed by the parties hereto, through their duly authorized officials.

**Linn County:**

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PROVIDER NAME:**

Families, Inc.

Signature: A. Gosnell

Print Name: Amy Gosnell

Print Title: Executive Director

Date: 7/26/22

## Attachment A

### Linn County Children's Mental Health Assistance Program FY2023 Provider Agreement

#### Service Definitions and Rates

| <b>Service Description</b><br><br>Please include a Service Title. Possible examples include: Respite, BHIS, or Individual Outpatient Therapy. CPT Codes plus Title 19 Modifiers must be identified for all services, if applicable. | <b>Unit of Service:</b><br><b>Hour, Day,</b><br><b>½ day, Month,</b><br><b>15 Min.,</b><br><b>Visit/Contact,</b><br><b>etc.</b> | <b>Enrolled Medicaid Provider with the Managed Care Organizations:</b><br><br><b>Yes or No</b><br><i>For each service listed below</i> | <b>Rate</b>             |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|-------------------------|
| Miscellaneous Activity Fees                                                                                                                                                                                                         | Per Activity                                                                                                                    | NO                                                                                                                                     | Up to Amount Authorized |
| Respite - Individual<br><i>(Equal to waiver rate S5150)</i>                                                                                                                                                                         | 15 Min                                                                                                                          | Yes                                                                                                                                    | 4.97*                   |
| Respite - Group<br><i>(Equal to waiver rate T1005)</i>                                                                                                                                                                              | 15 Min                                                                                                                          | Yes                                                                                                                                    | 3.63*                   |
|                                                                                                                                                                                                                                     |                                                                                                                                 |                                                                                                                                        |                         |
|                                                                                                                                                                                                                                     |                                                                                                                                 |                                                                                                                                        |                         |
|                                                                                                                                                                                                                                     |                                                                                                                                 |                                                                                                                                        |                         |
|                                                                                                                                                                                                                                     |                                                                                                                                 |                                                                                                                                        |                         |
|                                                                                                                                                                                                                                     |                                                                                                                                 |                                                                                                                                        |                         |
|                                                                                                                                                                                                                                     |                                                                                                                                 |                                                                                                                                        |                         |
|                                                                                                                                                                                                                                     |                                                                                                                                 |                                                                                                                                        |                         |
| * Linn County agrees to adjust reimbursement rates during the contract period in the month in which the agency provides notification of a rate adjustment from a Managed Care Organization.                                         |                                                                                                                                 |                                                                                                                                        |                         |
|                                                                                                                                                                                                                                     |                                                                                                                                 |                                                                                                                                        |                         |

**Attachment A**  
**Linn County Children's Mental Health Assistance Program FY2023 Provider Agreement**  
**Service Definitions and Rates**

❖ **NOTES:**

- An hourly billable unit is defined as services provided for or on behalf of the Linn County Individual through face-to-face contact with the Linn County Individual. These units shall be rounded to the nearest quarter hour with a minimum of a quarter hour billed for each contact.
- Treatment and therapy should be billed by CPT Code and Title 19 Modifier when these services are provided to a Linn County Individual. Treatment and therapy must be provided as face-to-face contact with the Linn County Individual.
- Services shall not be billed for missed appointments.

**The above rates shall be effective July 1, 2022 through June 30, 2023. If the Agreement and Attachment A are received on or after August 1, 2022, the rates will be effective on the first day of the month in which Linn County receives the completed Agreement and Attachments through June 30, 2023.**

This Attachment has been executed by the parties hereto, through their duly authorized officials.

**Linn County:**

**Provider:**

Signature: \_\_\_\_\_

Signature: Amy Gosnell

Print Name: \_\_\_\_\_

Print Name: Amy Gosnell

Print Title: \_\_\_\_\_

Print Title: Executive Director

Date: \_\_\_\_\_

Date: 7/24/22

**Linn County FY23 Provider and  
Program Participation Amendment for  
Substance Abuse Commitments**

**This Agreement Amendment** (the "Amendment"), entered the First day of July (month) between Linn County ("County") and **Mercy Medical Center, Cedar Rapids, Iowa** ("Provider").

The purpose of this amendment is to update provider information and identify FY23 reimbursement rates on Attachment A.

Please complete the following contact information:

Name of Agency: **Mercy Medical Center, Cedar Rapids, Iowa**  
Attn: Timothy L. Charles, President & CEO  
701 10<sup>th</sup> Street SE  
Cedar Rapids, IA 52403

With copy to: General Counsel

Contact Person: Mary Tharp

Phone: 319-221-8876

Fax: 319-369-4673

E-Mail Address: mtharp@mercyare.org

**Linn County:**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PROVIDER:**

Signature: 

Print Name: Nathan Van Genderen

Print Title: EVP + CFO

Date: 6/10/22

## Attachment A

### Linn County FY2023 Provider and Program Participation Amendment for Substance Abuse Commitments

#### Service Definitions and Rates

| <b>Service Description</b><br>Please include a Service Title. CPT Codes plus<br>Modifiers must be identified, if applicable.                                                                                                                              | <b>Unit of Service</b><br><b>Hour, Day,</b><br><b>½ day, Month or</b><br><b>Contact</b> | <b>Rate</b> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|-------------|
| <b>MERCY MEDICAL CENTER</b>                                                                                                                                                                                                                               |                                                                                         |             |
| Provide Detoxification Services due to a Substance Abuse committal, exclusive of medical doctor charges. The per diem is from date of filing through date of hearing (not to exceed 7 days). The per diem is for a maximum of 2 days on Emergency Orders. | Day                                                                                     | \$ 780.23   |
| <b>MERCY FAMILY COUNSELING (billing provider)</b>                                                                                                                                                                                                         |                                                                                         |             |
| Substance Abuse – Commitment Admission<br>CPT: 99222                                                                                                                                                                                                      | Day of Admission<br>(1 time)                                                            | \$ 195.14   |
| Substance Abuse – Commitment<br>Prep/Hearing/Testimony<br>CPT: 99075                                                                                                                                                                                      | Per Hearing<br>(1 time)                                                                 | \$ 175.00   |
|                                                                                                                                                                                                                                                           |                                                                                         |             |
|                                                                                                                                                                                                                                                           |                                                                                         |             |
|                                                                                                                                                                                                                                                           |                                                                                         |             |
|                                                                                                                                                                                                                                                           |                                                                                         |             |
|                                                                                                                                                                                                                                                           |                                                                                         |             |
|                                                                                                                                                                                                                                                           |                                                                                         |             |

**Please indicate whether you have contracted with the following Managed Care Organizations (MCOs) and Iowa Medicaid Enterprise (IME).**

☒ Amerigroup Iowa, Inc.  
☒ Iowa Medicaid Enterprise

☒ Iowa Total Care

**Attachment A**  
**Continued**

**Linn County FY2023 Provider and Program Participation Amendment**  
**Substance Abuse Commitments**

**Service Definitions and Rates**

❖ **NOTES:**

- Services should be billed by CPT Code and Modifier.
- Services shall not be billed for missed appointments.

The above rates shall be effective July 1, 2022 through June 30, 2023. If the Agreement and Attachments are received on or after August 1, 2022, the rates will be effective on the first day of the month in which Linn County receives the completed Agreement and Attachments through June 30, 2023.

This Attachment has been executed by the parties hereto, through their duly authorized officials.

**Linn County:**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Provider:**

Mercy Medical Center, Cedar Rapids, Iowa

Signature: \_\_\_\_\_

Print Name: Nathan VanCenderen

Print Title: EVP + CFO

Date: 6/10/22



## Provider Contract: Service and Rate Attachment – FY2023 ✓

Effective July 1, 2022 – June 30, 2023

Provider: Mercy Medical Center  
701 10<sup>th</sup> Street SE, Cedar Rapids, IA 52403

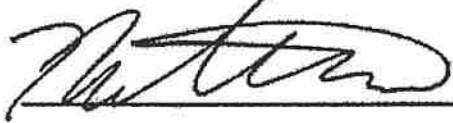
ECR/CSN# 3303

| Chart of Acct # | Procedure Code | Service                                                                                                    | Approved FY2022 Rate | Unit of Service | Approved FY2023 Rate |
|-----------------|----------------|------------------------------------------------------------------------------------------------------------|----------------------|-----------------|----------------------|
| 42305           | 90791 HO       | Psych diag eval w/NO medical (90791 HO) MASTER                                                             | \$279.11             | Flat Rate       | \$279.11             |
| 42306           | 90792 AF/SA    | Psychiatric diagnostic evaluation w/med services - Psychiatrist (AF) or ARNP (SA)                          | \$270.98             | Flat Rate       | \$270.98             |
| 42305           | 90832 HO       | Psychotherapy 30 min (90832 HO) MASTER                                                                     | \$56.21              | Flat Rate       | \$56.21              |
| 42305           | 90834 HO       | Psychotherapy 45 min (90834 HO) MASTER                                                                     | \$112.43             | Flat Rate       | \$112.43             |
| 42305           | 90837 HO       | Psychotherapy 60 min (90837 HO) MASTER                                                                     | \$149.53             | Flat Rate       | \$149.53             |
| 43301           | 96132 HP       | Neuropsychological testing (96132 HP) PhD – first hour                                                     | \$139.58             | Hourly          | \$139.58             |
| 43301           | 96133 HP       | Neuropsychological testing (96133 HP) PhD – each additional hour                                           | \$139.58             | Hourly          | \$139.58             |
| 74300           | 99075 AF       | Medical Testimony, Court / Hearing / Deposition (99075 AF) Psychiatrist                                    | \$175.00             | Flat Rate       | \$175.00 *           |
| 42306           | 99213 AF       | Office Visit Estab, Low (99213 AF) Psychiatrist 15 min                                                     | \$69.79              | Flat Rate       | \$69.79              |
| 42306           | 99213 SA       | Office Visit Estab, Low (99213 SA) ARNP 15 min                                                             | \$69.79              | Flat Rate       | \$69.79              |
| 42306           | 99214 AF       | Office Visit Estab, Moderate (99214 AF) Psychiatrist 25 min -                                              | \$139.58             | Flat Rate       | \$139.58             |
| 42306           | 99214 SA       | Office Visit Estab, Moderate (99214 SA) ARNP 25 min                                                        | \$120.33             | Flat Rate       | \$120.33             |
| 73319           | 99218 AF       | Inpatient, Initial Observ Care, Low (99218 AF) Psychiatrist 30 min (fka) Initial Medical Exam Physician    | \$195.54             | Flat Rate       | \$195.54             |
| 73319           | 99221 AF       | Inpatient, Initial Hosp Care, Low (99221 AF) Psychiatrist 30 min (fka) Admission Day Psychiatrist          | \$195.14             | Flat Rate       | \$195.14 *           |
| 73319           | 99233 AF       | Inpatient Subsequent Hosp Care, High (99233 AF) Psychiatrist 55 min                                        | \$65.04              | Flat Rate       | \$65.04              |
| 32329           | S9123 TD       | Nursing Care in home, hourly (S9123 TD) RN (in coordination w/CSP service) (fka) SCL/CSP (Home Care) G0154 | \$52.04              | Hourly          | \$52.04              |
| 73319           |                | Inpatient, Hospital rate per diem                                                                          | \$780.23             | Daily           | \$780.23 *           |

Rates may be adjusted throughout the fiscal year to reflect Medicaid changes in rates and new services.

---

**Agreement to Provide Named FY23 Services at Noted Rates**



6/17/22

**Mercy Medical Center**

**Date**

**Ann Cameron Williams,  
PhD**

Digitally signed by Ann Cameron Williams, PhD  
DN: cn=Ann Cameron Williams, PhD, o=East Central  
Region, ou=DeWitt County Mental Health and Disability  
Department, email=ann.cwilliams@de Wittcountynys.gov, c=US  
Date: 2022.06.28 14:53:33 -0500

**MHDS of the East Central Region, Contract Coordinator**

**Date**

**Ann Cameron Williams, Ph.D.**

**Awilliams@ecr Iowa.us 563.589.7870**

**Linn County FY23 Provider and  
Program Participation Amendment for  
Substance Abuse Commitments**

**This Agreement Amendment** (the "Amendment"), entered the First day of July (month)  
between Linn County ("County") and **Associates for Behavioral Healthcare** ("Provider").

The purpose of this amendment is to update provider information and identify FY23 reimbursement rates on Attachment A.

Please complete the following contact information:

Name of Agency: **Associates for Behavioral Healthcare**

Mailing Address: 1510 Boyson Road

City, State, Zip Code: Hiawatha, IA 52233

Phone: 319-396-1066

Fax: 319-396-8779

Contact Person: Robin Flaughter or Tom Kremer

E-Mail Address: Deborah.flaugher@unitypoint.org or tom.kremer@unitypoint.org

**Linn County:**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_

**PROVIDER:**

Signature: 

Print Name: Tom Kremer

Print Title: Director

Date: 7/1/2022

## Attachment A

### Linn County FY2023 Provider and Program Participation Amendment for Substance Abuse Commitments

#### Service Definitions and Rates

| <b>Service Description</b><br>Please include a Service Title. CPT Codes plus<br>Modifiers must be identified, if applicable. | <b>Unit of Service</b><br><b>Hour, Day,</b><br><b>½ day, Month or Contact</b> | <b>Rate</b> |
|------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------|-------------|
| Substance Abuse – Commitment<br>Evaluation<br>CPT: 99223, 99222 or 99221                                                     | Day of Admission<br>(1 time)                                                  | 218.63      |
| Substance Abuse – Commitment<br>Prep/Hearing/Testimony<br>CPT: 99075                                                         | Per Hearing<br>(1 time)                                                       | 175         |
|                                                                                                                              |                                                                               |             |
|                                                                                                                              |                                                                               |             |
|                                                                                                                              |                                                                               |             |
|                                                                                                                              |                                                                               |             |
|                                                                                                                              |                                                                               |             |
|                                                                                                                              |                                                                               |             |
|                                                                                                                              |                                                                               |             |
|                                                                                                                              |                                                                               |             |
|                                                                                                                              |                                                                               |             |

Please indicate whether you have contracted with the following Managed Care Organizations (MCOs) and Iowa Medicaid Enterprise (IME).

  x   Amerigroup Iowa, Inc.  
  x   Iowa Medicaid Enterprise

  x   Iowa Total Care

**Attachment A  
Continued**

**Linn County FY2023 Provider and Program Participation Amendment  
Substance Abuse Commitments**

**Service Definitions and Rates**

❖ **NOTES:**

- Services should be billed by CPT Code and Modifier.
- Services shall not be billed for missed appointments.

**The above rates shall be effective July 1, 2022 through June 30, 2023. If the Agreement and Attachments are received on or after August 1, 2022, the rates will be effective on the first day of the month in which Linn County receives the completed Agreement and Attachments through June 30, 2023.**

This Attachment has been executed by the parties hereto, through their duly authorized officials.

**Linn County:**

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Title: \_\_\_\_\_

Date: \_\_\_\_\_

**Provider:**

Associates for Behavioral Healthcare

Signature: Tom Kremer

Print Name: Tom Kremer

Print Title: Director

Date: 7/1/2022



Mental Health/  
Disability Services of the  
East Central Region

**Provider Contract: Service and Rate Attachment – FY2023**

Effective July 1, 2022 – June 30, 2023

Provider:

ABBE Management Corporation  
Dba Associates for Behavioral Healthcare  
1510 Boyson Road, Hiawatha, IA 52233

ECR/CSN# 3189

| Chart of Acct # | Procedure Code | Service                                                                 | Approved FY2022 Rate | Unit of Service | Approved FY2023 Rate |
|-----------------|----------------|-------------------------------------------------------------------------|----------------------|-----------------|----------------------|
| 74300           | 99075 AF       | Medical Testimony, Court / Hearing / Deposition (99075 AF) Psychiatrist | \$175.00             | Flat Rate       | \$175.00 *           |
| 73319           | 99221 AF       | Inpatient, Initial Hosp Care, Low (99221 AF) Psychiatrist 30 min        | \$218.63             | Flat Rate       | \$218.63 *           |
| 73319           | 99222 AF       | Inpatient, Initial Hosp Care, Moderate (99222 AF) Psychiatrist 50 min   | \$218.63             | Flat Rate       | \$218.63 *           |
| 73319           | 99223 AF       | Inpatient, Initial Hosp Care, High (99223 AF) Psychiatrist 70 min       | \$218.63             | Flat Rate       | \$218.63 *           |

Rates may be adjusted throughout the fiscal year to reflect Medicaid changes in rates and new services.

**Agreement to Provide Named FY23 Services at Noted Rates**

5/23/2022

Abbe Management Corporation

Date

Ann Cameron  
Williams, PhD

Digitally signed by Ann Cameron Williams, PhD  
DN: cn=Ann Cameron Williams, PhD, o=MH-DS of the  
East Central Region, ou=Dubuque County Mental  
Health and Disabilities Department,  
email=ann.williams@dubuquecountyia.gov, c=US  
Date: 2022.06.10 09:55:03 -05'00'

MHDS of the East Central Region, Contract Coordinator

Date

Ann Cameron Williams, Ph.D.

awilliams@ecriowa.us 563.589.7870

June 22, 2022

Mr. Darrin Gage  
Director of Policy and Administration  
Linn County Board of Supervisors/Administration  
935 2<sup>nd</sup> Street, SW  
Cedar Rapids, IA 52404

Darrin.Gage@linncountyiowa.gov

Subject: A fee and time necessary to complete an appraisal on property owned by Linn County, Iowa, located at 1944 County Home Road, Linn County, Iowa.

Dear Mr. Gage:

Thank you for your inquiry regarding the appraisal of the property noted above. Assuming our terms and conditions are acceptable, Cook Appraisal, LLC will be preparing this assignment on the above captioned property. The purpose of the inspection and appraisal is to estimate the market value of the property. The legal interest appraised would be the fee simple interest.

In consideration for the completion and delivery of one electronic copy and one hard copy of the report, the fee will not be more than **\$4,500**. The completion date would be no later than the end of **September 2022** given receipt of signed authorization to proceed is received. Any additional consulting services and/or cost are to be agreed in writing between us before proceeding, and will be billed out at \$250 per hour.

We would like to request the following information:

- The name and phone number of a contact person to schedule an inspection of the property
- Any drawings, if available.

The appraisal will be prepared in accordance with the Uniform Standards of Professional Appraisal Practice. Furthermore, the appraisal shall be prepared for and our professional fee billed **Linn County Board of Supervisors and Administration**. The appraisal is intended only for your use, which may include parties reasonably involved in the transaction. Attached to this authorization is a copy of our statement of *Assumptions and Limiting Conditions*. Please sign the acknowledgment of this letter and return an original and a copy of the statement of *Assumptions and Limiting Conditions* to us.

We look forward to undertaking this assignment for you.

Sincerely,  
Cook Appraisal, LLC



Dennis G. Cronk, MAI-AI-GRS

DGC/skk

June 22, 2022

Mr. Gage:

Page 2

ACKNOWLEDGMENT:

Subject: A fee and time necessary to complete an appraisal on property owned by Linn County, Iowa, located at 1944 County Home Road, Linn County, Iowa.

I hereby acknowledge receipt and understand the Assumptions and Limiting Conditions attached to this letter. I accept and agree to the above stated terms and conditions.

---

(Signature)

---

(Date)

# **Assumptions and Limiting Conditions**

## **General Conditions**

The date of value to which the opinions expressed in this report apply is set forth in the Letter of Transmittal. The appraiser assumes no responsibility for economic or physical factors occurring at some later date which may affect the opinions herein stated.

The Americans with Disabilities Act ("ADA") became effective January 26, 1992. We have not made a specific compliance survey and analysis of the property to determine whether or not it is in conformity with the various detailed requirements of the ADA. It is possible that a compliance survey of the property together with detailed analysis of the requirements of the ADA could reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative effect upon the value of the property. Since we have no direct evidence relating to this issue, we did not consider possible noncompliance with the requirements of ADA in estimating the value of the property.

No opinion is intended to be expressed for legal matters or that would require specialized investigation or knowledge beyond that ordinarily employed by real estate appraisers, although, such matters may be discussed in the report.

No opinion as to title is rendered. Data on ownership and the legal description were obtained from sources generally considered reliable. Title is assumed to be marketable and free and clear of all liens and encumbrances, easements, and restrictions, except those specifically discussed in the report. The property is appraised assuming it to be under responsible ownership and competent management and available for its highest and best use.

No engineering survey has been made by the appraiser. Except as specifically stated, data relative to size and area were taken from sources considered reliable, and no encroachment of real property improvements is assumed to exist.

Maps, plats, and exhibits included herein are for illustration only as an aid in visualizing matters discussed within the report. They should not be considered as surveys or relied upon for any other purpose.

No opinion is expressed as to the value of subsurface oil, gas, or mineral rights and that the property is not subject to surface entry for the exploration or removal of such materials, except as is expressly stated.

The contract for the appraisal of said premises is fulfilled by the signer upon the delivery of this appraisal executed. Disclosure of the contents of this appraisal report is governed by the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation and the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute. Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which he is connected; or any reference to the Appraisal Institute and the MAI or SRA designations) shall be disseminated to the public through advertising media, public relations media, news media, sales media, or any other public means of communications without the prior written consent and approval of the undersigned. This consent and approval does not apply to government agencies which disclose appraisals and appraised values through their normal business functions.

This appraisal is FIRREA complying. Neither my engagement to make this appraisal (or any future appraisals for this client), nor any compensation therefore, are contingent upon the reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.

### **Hazardous Material**

Unless otherwise stated in this report, the existence of hazardous material, which may or may not be present on the property, was not observed by the appraiser. The appraiser has no knowledge of the existence of such materials on or in the property. The appraiser, however, is not qualified to detect such substances. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value. No responsibility is assumed for any such conditions, or for any expertise or engineering knowledge required to discover them. The client is urged to retain an expert in this field if desired.

### **For Court or Hearing Testimony**

Testimony or attendance in court or at any other hearing is not required by reason of rendering this appraisal unless such arrangements are made a reasonable time in advance.

Because the date of value used herein is not the date of trial, the appraiser reserves the right to consider and evaluate additional data that becomes available between the date of this report and the date of trial and to make any adjustment to the value opinions that may be required.

### **For Title Report Nonavailability**

Because no title report was made available to the appraiser, he/she assumes no responsibility for such items of record not disclosed by his/her normal investigation.

### **For Questionable Soil or Geologic Conditions**

No detailed soil studies covering the subject property were available to the appraiser. Therefore, premises as to soil qualities employed in this report are not conclusive, but have been considered consistent with information available to the appraiser.

### **For Improved Property**

The appraiser has personally inspected the subject property and finds no obvious evidence of structural, mechanical, or roof deficiencies, except as stated in this report; however, no responsibility for hidden defects or conformity to specific governmental requirements, such as fire, building and safety, earthquake, or occupancy codes, can be assumed without provision of specific professional or governmental inspections.

Because no termite inspection report was available, the appraiser assumes no evidence of termite damage or infestation unless so stated.

No consideration has been given in this appraisal to personal property located on the premises or to the cost of moving or relocating such personal property; only the real property has been considered.

### **For Proposed Construction**

The plans and specifications furnished by the client and builder are assumed to show the intent of the builder, but the appraiser assumes no responsibility for their correctness or for undisclosed modifications.

### **Plans and Specifications**

This appraisal report is based in part on plans, specifications, and documentation provided to the appraiser. The general plans and specifications are considered to be a part of this real estate appraisal report. The appraiser is assuming that the project will be constructed in a professional workmanlike manner in accordance with the general specifications provided. Any significant deviation from the plans and specifications is considered to invalidate this appraisal report. Also, the proposed project is to be built in accordance with the minimum building standards or code of the applicable jurisdiction in which the subject property is to be constructed.



with over 40 years in the industry

## CREATING RELATIONSHIPS THROUGH GOOD BUSINESS PRACTICES

CONTROL – CONSISTENCY – COST SAVINGS – CONSOLIDATION

### Our Advantage

We reduce bad costs by helping general contractors, design build firms, and architects specify and install flooring systems designed to hold up in the client's environment. We don't design and bid to just win the project and submit costly change orders; we bid the job right the first time. This reduces the chance of unwanted business disruptions, downtime, project delays, and repairs; which helps increase your profitability, improve operational efficiencies, and help reduce slip and fall incidents. Just as important, we protect reputations. Pro Maintenance has been an industry leader in industrial floor and wall coatings installation, focusing on innovation, sustainable products, and customer satisfaction for 40+ years. Our goal is to increase customer satisfaction while reducing your cost of doing business.

### Account Services

When you partner with Pro Maintenance, Inc., you receive:

- Dedicated Pro Maintenance, Inc. Project Manager
- Unparalleled support team
- Detailed pricing platform and budget numbers for all projects
- Site surveys and concept meetings to help budget and plan
- Customized system specifications / recommendations
- Professional, consistent quality installation

### Our customers say...

*"Pro Maintenance has been instrumental in helping define and shape our flooring process. We have seen a significant decrease in post construction costs which increases our customer satisfaction rating."*

**Steve W. Nelson,**

**VP of Construction**

**RICE COMPANIES**



Pro Maintenance, Inc., Made in the U.S.A

### Benefits

*That may apply to our various offerings*

- LOW to No VOC's-LEED® credits available
- NSF® Registered F&B systems
- NSFI® Certified Non-Slip coatings
- Newest Technologies and equipment
- The best install crews



*We specialize in...*

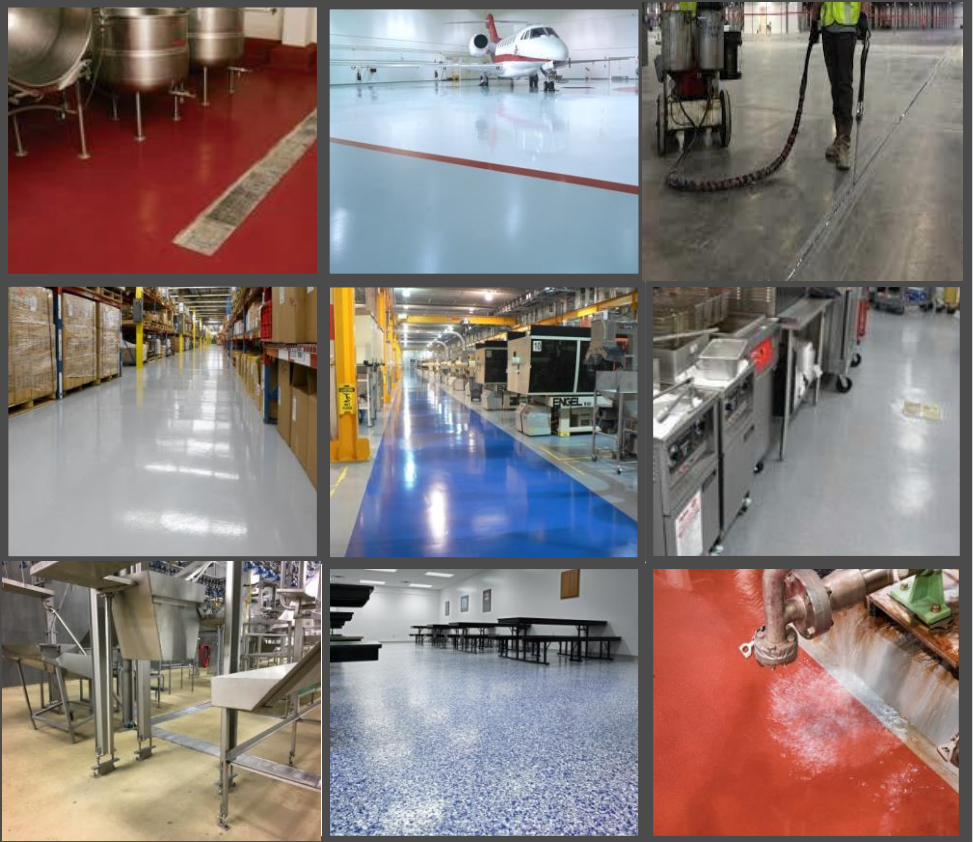
- Food & Beverage
- Grocery – Retail
- Aviation
- Manufacturing
- Industrial
- Education
- Healthcare
- Commercial restaurants
- Warehousing
- Construction & Control Joint Repair

Pro Maintenance, Inc. is the largest floor coating applicator in a five-state area.

We work closely with our suppliers and leverage our buying power to provide the best technology and a competitive price.

Who we work with on your project only depends on one thing:

**What's right  
for your  
project!**



**CREATING RELATIONSHIPS THROUGH GOOD BUSINESS**

## Contact Us:

For more information about what system is right for you, please contact your Pro Maintenance representative by calling us at **800-657-6701!**

Sincerely,

**Scott Perkins - President**  
**Mike Holtz – Vice President**

Email: [Info@promaintenanceinc.com](mailto:Info@promaintenanceinc.com)

**320-587-3135**



**PROMAINTENANCE, Inc.**

*It's your concrete, let us protect it™*

[WWW.PROMAINTENANCEINC.COM](http://WWW.PROMAINTENANCEINC.COM)



10 Michigan Street NE • P.O. Box 575  
Hutchinson, MN 55350  
(320) 587-3135 • [www.promaintenanceinc.com](http://www.promaintenanceinc.com)

August 1, 2022

Steve Numemaker  
Linn County Lifts  
5815 4<sup>th</sup> St SW  
Cedar Rapids, IA 52404

Phone: 319-892-5321; Email: [steve.nunemaker@linncountyiowa.gov](mailto:steve.nunemaker@linncountyiowa.gov)

Pro Maintenance proposes to furnish all material and perform all labor necessary to complete the following:

**RE: Bus Parking - 10,060 Square Feet**

**Scope of Work: Install 27 Mil Epoxy Floor with Eco-HTS Topcoat**

1. Grind / blast floor to profile for adhesion.
2. Fill joints.
3. Prime floor with one coat Eco-MPE at a rate of 450 square feet per gallon.
4. Install fill coat of Eco-PT at a rate of 450 square feet per gallon.
5. Install one coat Eco-MPE at a rate of 120 square feet per gallon; broadcast random flake, if desired.
6. Install topcoat of Eco-HTS Satin Finish Urethane at a rate of 550 square feet per gallon.

Floor: 10,060 square feet – price is \$4.95 per square foot = \$49,797.00

Joints: to be measured at install – price is \$1.95 per linear foot

**RE: Maintenance Bay - 3,871 square feet**

**Scope of Work: Install 1/8" Shop Floor with Eco-HTS**

1. Grind / blast floor to profile for adhesion.
2. Fill joints.
3. Install primer coat of Eco-MPE at a rate of 450 square feet per gallon.
4. Install fill coat of Eco-PT at a rate of 450 square feet per gallon.
5. Install body coat of Eco-MPE at a rate of 150 square feet per gallon; broadcast 4095 to rejection; let dry and clean up excess sand.
6. Install second body coat of Eco-MPE at a rate of 100 square feet per gallon; broadcast 4095 to rejection; let dry and clean up excess sand.
7. Install seal coat of Eco-MPE at a rate of 100 square feet per gallon.
8. Install one coat Eco-HTS Satin Finish Urethane at a rate of 550 square feet per gallon.

Floor: 3,871 square feet – price is \$9.05 per square foot = \$35,032.55

Joints: to be measured at install – price is \$1.95 per linear foot

Price quote is for weekday, non-union labor. If weekend work is required, add 10%.

Quote is for two mobilizations. Additional mobilizations will be charged at \$3,250.00 each.

There will be a charge for garbage disposal, based on cost of disposal, if unable to leave at job site. Customer to provide dumpster.

If there is fiberglass in concrete add \$0.20 to square foot price.

If 480 volt, 3 phase, 50 amp electrical hookup is not available - a charge of \$450.00 per day for generator use will apply.

- A. All Pro Maintenance floor-coating installations carry a one-year warranty – see attached
- B. Flooring system will follow contour of existing concrete surface.
- C. Pro Maintenance Inc.'s payment terms are Net 30, unless other arrangements have been made.
- D. Prices valid for 3-months from quote date.

Sincerely,  
 Justin Nass, Pro Maintenance,  
 800 657-6701, Cell: 320 582-0805, [jnass@promaintenanceinc.com](mailto:jnass@promaintenanceinc.com)

| Date Proposal Accepted                      | PO/Contract Number/Signature |              |              |
|---------------------------------------------|------------------------------|--------------|--------------|
|                                             |                              |              |              |
| Maintenance Bay - (shown on Attachment A-2) | 3,871 sq. feet               | \$ 9.05      | \$ 35,032.55 |
| Bus Parking<br>(shown on Attachment A-1)    | 10,060 sq. feet              | \$ 4.95      | \$ 49,797.00 |
| Fill Joints                                 | 2,650 linear feet            | \$ 1.95      | \$ 5,167.50  |
|                                             |                              | <b>Total</b> | \$ 89,997.05 |

### **MOISTURE VAPOR WARRANTY**

**Commercial or Industrial:** All warranty related to Moisture reduction primers solely come from the manufacturer. There is no implied warranty for moisture related failures from Pro Maintenance, Inc.

All concrete should be tested for moisture levels. Testing costs are very economical and can significantly reduce the total cost of ownership by determining if a moisture reduction primer is required. Relative Humidity testing will signify if your concrete has high levels of moisture that may result in delamination. Each manufacturer of moisture reduction primers requires testing. The results will tell us what system or product you require.

- ) RH testing results between 75% and 89% require 12-15 mils applied in two coats wet on wet over a shot blasted surface
- ) RH testing results between 89% and 99% require 20- 25 mils applied in two coats wet on wet over a shot blasted surface
- ) By accepting the proposal, the customer acknowledges that by proceeding without testing there is no warranty on moisture related issues. In addition, if the customer elects to test and purchase a moisture vapor reduction primer, based on the RH readings, the warranty is solely from the manufacturer of said product.

### **EXCESS MATERIAL CONSUMPTION**

If your project is resurfacing, your quote is based on a material consumption formula of ¼ inch per square foot. On occasion during the preparation and or removal process we encounter unknown variables that change the consumption formula. I.E. soft concrete, old patches that need to be removed, and rough concrete created when removing well adhered coatings. These variables require our crews to use extra material to provide you with the floor that meets your food safety needs and your client's expectations.

We base our material consumption on ¼ inch per square foot in lieu of 3/8th or more so you are not paying for extra material. With our program you are only paying for what is actually used. When and if we encounter a project that requires extra material the following rates apply per (23 square foot kit):

- 1 to 10 kits: \$180.00 per kit
- 11 to 30 kits: \$160.00 per kit
- 31 and > kits: \$135.00 per kit

In most cases the crews will do their best to inform the client prior using extra material however in many cases it is not realized until they are actually troweling the floor and do not have the time to notify the client.

### **Shale Notice-**

Shale is a black stone that is found in the aggregate used for mixing cement, which is very common in the Midwest. When a concrete floor gets wet it absorbs like a sponge. The shale retains the moisture, and when it freezes it expands, and may form a hole in concrete floors.

- I. I understand that my cement may be composed of shale. I understand that Pro Maintenance will fill any existing pop outs to at least 90% fill. I also acknowledge that new pop outs could appear after floor coating is installed.
- II. I acknowledge that shale is a concrete problem, and not an adhesion failure. If future shale pop outs occur there will be a charge to repair because shale pop outs are an existing issue and not covered under Pro Maintenance's warranty.

### **PRO MAINTENANCE LIMITED WARRANTY STATEMENT**

Pro Maintenance warrants that all coating materials and resurfacers are applied as required by manufacturer's specifications and will repair any coatings that have peeled due to improper preparation and application if notified within a period of one year provided the work has not been damaged by Owner, or used for a purpose for which it was not intended or abnormal wear and tear and/or abuse.

Pro Maintenance cannot be held responsible for damage caused by factors beyond its control including damage to the coating from substrate failures and hydrostatic or vapor pressure.

Surface discoloration resulting from chemical staining or UV exposure may occur under certain conditions and is not covered under this limited warranty.

**PRO MAINTENANCE SPECIFICALLY DISCLAIMS IMPLIED WARRANTIES OF MERCHANTABILITY OF FITNESS FOR PURPOSE. THE OWNER AGREES THAT PRO MAINTENANCE SHALL NOT BE LIABLE FOR LOSS OF USE, DAMAGE TO CONTENTS, OR CONSEQUENTIAL DAMAGES ATTRIBUTABLE TO DEFECTIVE WORK AND THAT ITS SOLE REMEDY FOR DEFECTIVE WORK SHALL BE REPAIRED BY PRO MAINTENANCE UPON NOTICE PROVIDED HEREIN.**

**UNLESS OTHERWISE PROVIDED IN THE CONTRACT, THE FOREGOING WARRANTY IS THE ONLY WARRANTY MADE BY PRO MAINTENANCE AND IS EXPRESSLY MADE IN LIEU OF ANY AND ALL WARRANTIES, GUARANTEES, OR REPRESENTATIONS WHETHER EXPRESSED OR IMPLIED.**



### **AMERICAN RESCUE PLAN ACT SUBAWARD AGREEMENT**

**Federal Awarding Agency:** U.S. Department of the Treasury

**Federal Award Number:** SLFRP0336

**Assistance Listing (CFDA):** 21.027 Coronavirus State and Local Fiscal Recovery Fund

**Federal Award Date:** May 19, 2021

**Subaward Number:** ARPA2022-017

|                                                                                                                       |                                        |
|-----------------------------------------------------------------------------------------------------------------------|----------------------------------------|
| <b>Pass-Through Entity (PTE):</b>                                                                                     | <b>Subrecipient:</b>                   |
| Linn County, Iowa                                                                                                     | Ecumenical Community Center Foundation |
| 935 2 <sup>nd</sup> Street SW                                                                                         | 601 Second Avenue SE                   |
| Cedar Rapids, IA                                                                                                      | Cedar Rapids, Iowa 52401-1325          |
|                                                                                                                       | <b>UEI #: GMB1TDDA7M18</b>             |
| <b>Subaward Budget Period</b> Start date: 5/1/2022 End date: 12/31/2024                                               |                                        |
| <b>Period of Performance</b> Start date: 5/1/2022 End date: 12/31/2024                                                |                                        |
| <b>Amount of federal funds obligated by this action: \$60,000.00</b>                                                  |                                        |
| <b>Total amount of the federal funds obligated to the Subrecipient: \$60,000.00</b>                                   |                                        |
| <b>Total amount of the federal funds committed to the Subrecipient: \$60,000.00</b>                                   |                                        |
| <b>Project Title: Just Getting There ARPA Boost / Helping Hands Ministry</b>                                          |                                        |
| <b>Is Project for Research &amp; Development?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |                                        |

#### **1. Purpose.**

The purpose of this Agreement is to set forth the terms and conditions under which Linn County ("County") will provide American Rescue Plan Act ("ARPA") grant funding ("Subaward") to Ecumenical Community Center Foundation ("Subrecipient") for reimbursement of the Just Getting There ARPA Boost / Helping Hands Ministry Project.

This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa and federal regulations.

Subrecipient's performance under this Agreement is subject to the applicable requirements published in the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, Title 2 of the United States Code of Federal Regulations (C.F.R.) part 200 hereinafter referred to as the "Uniform Guidance."

## **2. Term of Agreement.**

This Agreement shall be effective upon full execution by the Parties (the "Effective Date") and shall terminate upon 1) Completion of the project or 2) Exhaustion of subaward funds or 3) termination or 4) 12/31/2024

## **3. Grant Funding.**

The Subrecipient shall use the Subaward solely for the Just Getting There ARPA Boost / Helping Hands Ministry Project

The County agrees to provide up to \$60,000 to the Subrecipient from the County's share of its ARPA allotment, to be used for the Just Getting There ARPA Boost / Helping Hands Ministry Project. The funds will be used to purchase and distribute auto gas cards to Linn County residents. The County shall pay the Grant Funds to the Subrecipient per a reimbursement of expenses method.

## **4. Reporting and Invoicing.**

The Subrecipient may submit invoices and or detailed reports to account for expenditure of funds to the County on a monthly basis, but no less than quarterly. Due dates for the quarterly reports are available on EXHIBIT A.

Invoices and reports shall be submitted to:

Linn County Finance & Budget  
Attn: Sonia Evans, Senior Accountant  
935 2<sup>nd</sup> Street SW  
Cedar Rapids, IA 52404  
[Sonia.evans@linncountyiowa.gov](mailto:Sonia.evans@linncountyiowa.gov)

Consistent with Uniform Guidance (2 C.F.R. §200.328), the Subrecipient shall provide the County with quarterly reports and a close-out report. These reports shall include the current status and progress by the Subrecipient and all subcontractors in completing the work described in the Scope of Work and the expenditure of funds under this Agreement, in addition to any other information requested by the County.

The County may request additional information from the Subrecipient, as needed, to meet any additional guidelines regarding the use of ARPA funds that may be established by the US Treasury during the scope of this Agreement.

As required by Uniform Guidance (2 C.F.R. §200.415(a)), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads as follows:

*"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."*

## **5. Monitoring.**

Subrecipient shall permit the County to monitor the Subrecipient, including:

- a. Reviewing financial and performance reports required by the County.
- b. Following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Subaward provided to the Subrecipient from County detected through audits, on-site reviews, and other means.
- c. Issuing a management decision for audit findings pertaining to the Subaward provided to the Subrecipient from the County as required by 2 C.F.R. §200.521 Management decision.

Subrecipient shall monitor its performance under this Agreement, as well as that of its lower-level Subrecipients, contractors, consultants, etc. who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the scope of work is being accomplished within the specified time periods, and other performance goals are being achieved.

## **6. Maintenance of Records.**

The Subrecipient shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by the County or its designees, the State, and the US Treasury for five (5) years following termination of this Agreement. If it is determined during the course of the audit that the Subrecipient was reimbursed for unallowable costs under this Agreement or any, the Subrecipient agrees to promptly reimburse the County for such payments upon request.

## **7. Closeout.**

The closeout report is due ninety (90) days after termination of this Agreement or ninety (90) days after completion of the activities contained in this Agreement, whichever first occurs.

Each party's obligation to the other shall not end until all closeout requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets, (including the return of unused materials and equipment as require herein, unspent cash advances, program income balances, and

accounts receivable to the County), and determining the custodianship of records. The terms of this Agreement shall remain in effect during any period that the Subrecipient has control over ARPA funds. The County will close out the award when it determines that all applicable administrative actions and all required work of the Agreement have been completed.

#### **8. Events of Default.**

The occurrence of any one or more of the following events shall constitute cause for either party to declare the other in default of its obligations under this Agreement:

- a. A breach of any term of this Agreement;
- b. A material failure of the Subrecipient to make substantial and timely progress toward performance of the Agreement
- c. Failure to comply with applicable federal, state and local laws, rules, ordinances, regulations, guidance, and orders when performing with the scope of this Agreement.
- d. Any report required by this Agreement have not been submitted to the County or have been submitted with incorrect, incomplete, or insufficient information
- e. Engaging in conduct that has or may expose the other Party to liability

#### **9. Notice of Default.**

The County shall issue a written notice of default providing therein a thirty (30) day period in which the Subrecipient shall have an opportunity to cure, provided that cure is possible and feasible. If, after opportunity to cure, the default remains, the County may exercise any one or more of the following remedies outline in paragraph 9, either concurrently or consecutively.

#### **10. Remedies.**

If an Event of Default occurs, the County may:

- a. Exercise any corrective or remedial actions, to include but not be limited to:
  - i. Request additional information from Subrecipient to determine the reasons for the extent of non-compliance or lack of performance;
  - ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected; or
  - iii. Advise the Subrecipient to suspend, discontinue or refrain from incurring cost for any activity in question
- b. Temporarily withhold cash payment pending correction of the deficiencies

- c. Disallow all or part of the cost of the activity or action not in compliance
- d. Require that the Subrecipient refund to the County any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds
- e. Recommend suspension or debarment proceedings by U.S. Treasury
- f. Terminate this agreement, provided that the Subrecipient is given at least thirty (30) days prior written notice of the termination.

#### **11. Termination.**

The County may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Subrecipient to permit public access to any document, paper, letter, or other material.

The County may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Subrecipient with thirty (30) calendar day prior written notice.

The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

#### **12. Procurement.**

The Subrecipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards") of the Uniform Guidance.

#### **13. Conflicts of Interest.**

Subrecipient understands and agrees it must maintain a conflict-of-interest policy consistent with 2 C.F.R. §200.318 (c) and that such conflict-of-interest policy is applicable to each activity funded under this award. Subrecipient must disclose in writing to the U.S. Treasury or through the County as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. §200.12.

Subrecipient agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement

#### **14. Modification.**

Neither this Agreement nor any documents incorporated by reference in connection with this Agreement may be changed, waived, discharged or terminated, except in writing with the consent of both parties.

**15. Counterparts.**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

**16. Notices**

Whenever this Agreement requires or permits any notice or written request by on part to another, it shall be in writing, enclosed in an envelope, addressed to the party to be notified at the address heretofore stated (or at such other address as may have been designated by written notice), properly stamped, sealed, and deposited in the United States Mail, as Certified Mail, Return Receipt Requested. Any such notice given hereunder shall be deemed delivered upon the earlier of actual receipt or two (2) business days after posting. The County will rely the mailing and email addresses of the Subrecipient as set forth heretofore, as modified from time to time.

**17. Defense and Indemnification.**

Subrecipient agrees to defend, indemnify, and hold the County, its officers, officials, employees, agents, and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the Subrecipient, its officers, directors, employees, and/or agents relating to the Subrecipient's performance or failure to perform under this Agreement. This section shall survive the expiration or termination of this Agreement.

**18. Severability.**

The parties acknowledge and agree that if any paragraph, provision, or term of this agreement is deemed illegal or void by any court or any other appropriate authority, the remaining provisions of this agreement shall remain in full force and effect.

**19. Status of Subrecipient.**

Nothing in this contract constitutes an employment relationship between the Subrecipient staff and the County. Subrecipient staff are not eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan offered to employees of the County. Nothing in this contract prevents Subrecipient staff from working with others during the length of this Agreement.

Subrecipient shall determine the method, details, and means of performing the work and services to be provided by Subrecipient under this Agreement. Subrecipient shall be responsible to County only for the requirements and results specified in this Agreement and,

except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Subrecipient in fulfillment of this Agreement. Subrecipient has control over the manner and means of performing the services under this Agreement. Subrecipient is permitted to provide services to others during the same period service is provided to County under this Agreement.

**20. Assignment.**

Subrecipient agrees that this Agreement nor any of the rights, interest, or obligations in it shall be assigned by Subrecipient either whole or in part without the prior written consent of the County.

**21. Entire Agreement.**

This agreement constitutes the entire agreement between the parties for the Just Getting There ARPA Boost / Helping Hands Ministry Project and shall be binding upon true successors and assignees of the parties to this agreement.

**22. Compliance with Applicable Laws and Regulations.**

The Subrecipient declares that to its best knowledge, it has complied with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.

The Subrecipient and its employees shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, and orders when performing the services under this Agreement, including but not limited to all of the following:

- a. Section 501;
- b. Treasury guidance, including but not limited to, U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions ("Treasury Guidance"), the most recent revision of which is dated November 15, 2021;
- c. Provisions outlined in 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award;
- d. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;
- e. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;

- f. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non-procurement), 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- g. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference;
- h. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;
- i. New Restrictions on Lobbying, 31 C.F.R. Part 21;
- j. Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;
- k. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
  - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

### **23. Publications.**

Subrecipient agrees that any publications produced with funds from this award must display the following language:

*"This project is being supported, in whole or in part, by federal award number SLFRP0336 awarded to Linn County by the U.S. Department of the Treasury."*

#### **24. Protections for Whistleblowers.**

In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes:

- a. A member of Congress or a representative of a committee of Congress;
- b. An Inspector General;
- c. The Government Accountability Office;
- d. A Treasury employee responsible for contract or grant oversight or management;
- e. An authorized official of the Department of Justice or other law enforcement agency;
- f. A court of grand jury; and/or
- g. A management official or other employee of Linn County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

#### **25. Seat Belt Use.**

Linn County encourages the Subrecipient to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company owned, rented, or personally owned vehicles.

#### **26. Reducing Text Messaging While Driving.**

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), Linn County encourages the Subrecipient to adopt and enforce policies that ban text messaging while driving and to establish workplace safety policies to decrease accidents caused by distracted drivers.

#### **27. Certification Regarding Government-Wide Restrictions on Lobbying.**

The Subrecipient certifies, to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any Contractor, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Sub-Grant Agreement, and the extension, continuation, renewal, amendment, or
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Subrecipient, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

## **28. Eligibility.**

Subrecipient certifies that neither it nor its principals is/are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or Contractor. The Excluded Parties List System can be found at <https://www.sam.gov/>.

## **29. Acknowledgements.**

The parties acknowledge and agree that they have carefully read and have had an opportunity to review with legal counsel all the provision of this Agreement, that they completely understand the terms and conditions as set forth in the Agreement, and that they have voluntarily executed this Agreement of their own free will, act, and deed.

Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below:

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

BOARD OF SUPERVISORS

LINN COUNTY, IOWA

\_\_\_\_\_  
Board Chair

\_\_\_\_\_  
Date

SUBRECIPIENT:

ECUMENICAL COMMUNITY CENTER  
FOUNDATION

*Peter C Riley - Board President*  
\_\_\_\_\_  
Authorized Representative

*August 8, 2022*  
\_\_\_\_\_  
Date

## EXHIBIT A

### Statement of Work

The Ecumenical Community Center Foundation will purchase and distribute fuel-only vouchers to Linn County residents in need of assistance. The funds will cover the cost of the purchase of the gas cards and the personnel costs to distribute these cards along with other administrative costs. The program will operate and follow the estimated budget (EXHIBIT A1) as approved and will report to Linn County on a quarterly basis.

### Quarterly Reporting Timelines for Project and Expenditures Reports

| Year | Quarter | Period Covered          | Due Date         |
|------|---------|-------------------------|------------------|
| 2021 | 4       | October 1 - December 31 | January 15, 2022 |
| 2022 | 1       | January 1 - March 31    | April 15, 2022   |
| 2022 | 2       | April 1 - June 30       | July 15, 2022    |
| 2022 | 3       | July 1 - September 30   | October 15, 2022 |
| 2022 | 4       | October 1 - December 31 | January 15, 2023 |
| 2023 | 1       | January 1 - March 31    | April 15, 2023   |
| 2023 | 2       | April 1 - June 30       | July 15, 2023    |
| 2023 | 3       | July 1 - September 30   | October 15, 2023 |
| 2023 | 4       | October 1 - December 31 | January 15, 2024 |
| 2024 | 1       | January 1 - March 31    | April 15, 2024   |
| 2024 | 2       | April 1 - June 30       | July 15, 2024    |
| 2024 | 3       | July 1 - September 30   | October 15, 2024 |
| 2024 | 4       | October 1 - December 31 | January 15, 2025 |
| 2025 | 1       | January 1 - March 31    | April 15, 2025   |
| 2025 | 2       | April 1 - June 30       | July 15, 2025    |
| 2025 | 3       | July 1 - September 30   | October 15, 2025 |
| 2025 | 4       | October 1 - December 31 | January 15, 2026 |
| 2026 | 1       | January 1 - March 31    | April 15, 2026   |
| 2026 | 2       | April 1 - June 30       | July 15, 2026    |
| 2026 | 3       | July 1 - September 30   | October 15, 2026 |
| 2026 | 4       | October 1 - December 31 | January 15, 2027 |

# EXHIBIT A1

|                                                      |  |                             |                     |
|------------------------------------------------------|--|-----------------------------|---------------------|
| <b><u>Ecumenical Community Center Foundation</u></b> |  |                             |                     |
| <b><u>Helping Hands Ministry</u></b>                 |  |                             |                     |
| <b><u>Budget for Fiscal Year Ending 12/31/21</u></b> |  |                             |                     |
| 2022 Budget is being finalized at time of submission |  |                             |                     |
| 2021 Actuals can be provided as soon as available    |  |                             |                     |
|                                                      |  |                             |                     |
| <b><u>Income</u></b>                                 |  | <b><u>Helping Hands</u></b> |                     |
| Grants                                               |  | \$50,000.00                 |                     |
| Churches                                             |  | \$26,750.00                 |                     |
| Individuals/Business                                 |  | \$23,750.00                 |                     |
| Board Members                                        |  | \$500.00                    |                     |
| Fundraisers                                          |  | \$10,000.00                 |                     |
| New Source Revenue                                   |  | \$12,500.00                 |                     |
| In-Kind Contributions                                |  | \$2,000.00                  |                     |
| <b>TOTAL INCOME</b>                                  |  | <b>\$125,500.00</b>         |                     |
|                                                      |  |                             |                     |
| <b><u>Expenses</u></b>                               |  |                             |                     |
| Payroll w Employer Taxes, WC                         |  | \$38,750.00                 |                     |
| Vouchers for Needy                                   |  | \$55,750.00                 |                     |
| In-Kind Expenses                                     |  | \$2,000.00                  |                     |
| Office Expense                                       |  | \$2,250.00                  |                     |
| Bookkeeping Expense                                  |  | \$1,200.00                  |                     |
| Miscellaneous Expense                                |  | \$250.00                    |                     |
| Office Rent                                          |  | \$8,000.00                  |                     |
| <b>TOTAL EXPENSES</b>                                |  | <b>\$108,200.00</b>         |                     |
|                                                      |  |                             |                     |
| <b>ADJUSTED CASH FLOW</b>                            |  | <b>\$17,300.00</b>          |                     |
|                                                      |  |                             |                     |
| <b>TOTAL HHM EXPENSES OVER 3 YEARS</b>               |  |                             |                     |
| <b>IF REQUEST IS FULLY FUNDED AT \$60,000</b>        |  |                             | <b>\$354,600.00</b> |

**ARPA could boost vouchers \$10K/yr & help with salary costs**

## **EXHIBIT B**

### **Mandatory Contract Provisions**

The following terms and conditions apply to any sub-grantees, contractors, subcontractors, successors, transferees, and assignees ("Recipient") of federal assistance provided to Linn County by the U.S. Department of Treasury under the American Rescue Plan Act ("ARPA"), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2011).

#### **1. Compliance with Applicable Laws and Regulations.**

The Recipient and its employees shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Agreement, including but not limited to all of the following:

- a. Treasury guidance, including but not limited to, U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions ("Treasury Guidance"), the most recent revision of which is dated November 15, 2021;
- b. Provisions outlined in 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award;
- c. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;
- d. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;
- e. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non procurement), 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- f. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference;
- g. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;
- h. New Restrictions on Lobbying, 31 C.F.R. Part 21;
- i. Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;

- j. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
  - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

## **2. Publications.**

Recipient agrees that any publications produced with funds from this award must display the following language:

*"This project is being supported, in whole or in part, by federal award number SLFRP0336 awarded to Linn County by the U.S. Department of the Treasury."*

## **3. Protections for Whistleblowers.**

In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes:

- a. A member of Congress or a representative of a committee of Congress;
- b. An Inspector General;

- c. The Government Accountability Office;
- d. A Treasury employee responsible for contract or grant oversight or management;
- e. An authorized official of the Department of Justice or other law enforcement agency;
- f. A court of grand jury; and/or
- g. A management official or other employee of Linn County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

**4. Seat Belt Use.**

Linn County encourages the Recipient to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company owned, rented, or personally owned vehicles.

**5. Reducing Text Messaging While Driving.**

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), Linn County encourages the Recipient to adopt and enforce policies that ban text messaging while driving and to establish workplace safety policies to decrease accidents caused by distracted drivers.

**6. Certification Regarding Government-Wide Restrictions on Lobbying.**

The Recipient certifies, to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any Contractor, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Sub-Grant Agreement, and the extension, continuation, renewal, amendment, or
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Recipient, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

## Cloud Services Agreement

This Cloud Services Agreement (this "Agreement") is a binding contract between Linn County Community Services ("Licensee", "Customer," "you," or "your") and ILMIR, Inc. a New Jersey Corporation with offices at 1-32 Cyril Ave, Fair Lawn, NJ 07410 ("Licensor", "Provider", "Company", "we," or "us"). This Agreement governs your access to and use of the Cloud Services as defined herein.

**BY SIGNING THIS DOCUMENT OR BY ACCESSING OR USING THE CLOUD SERVICES YOU (A) ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT; (B) REPRESENT AND WARRANT THAT YOU HAVE THE RIGHT, POWER, AND AUTHORITY TO ENTER INTO THIS AGREEMENT AND, IF ENTERING INTO THIS AGREEMENT FOR AN ORGANIZATION, THAT YOU HAVE THE LEGAL AUTHORITY TO BIND THAT ORGANIZATION; AND (C) ACCEPT THIS AGREEMENT AND AGREE THAT YOU ARE LEGALLY BOUND BY ITS TERMS. IF YOU DO NOT AGREE TO THESE TERMS, YOU MAY NOT ACCESS OR USE THE CLOUD SERVICES.**

1. Definitions.

(a) "Authorized User" means Customer and Customer's employees, consultants, contractors, and agents (i) who are authorized by Customer to access and use the Cloud Services under the rights granted to Customer pursuant to this Agreement and (ii) for whom access to the Cloud Services has been purchased hereunder.

(b) "Cloud Services" means the services provided by Provider under this Agreement that are detailed on Provider's website available at LINK and reflected in the Customer's order.

(c) "Customer Data" means, other than Aggregated Statistics, information, data, and other content, in any form or medium, that is submitted, posted, or otherwise transmitted by or on behalf of Customer or any other Authorized User through the Cloud Services.

(d) "Documentation" means Provider's user manuals, handbooks, and guides relating to the Cloud Services provided by Provider to Customer either electronically or in hard copy form/end user documentation relating to the Cloud Services available at LINK.

(e) "Provider IP" means the Cloud Services, the Documentation, and all intellectual property provided to Customer or any other Authorized User in connection with the foregoing. For the avoidance of doubt, Provider IP includes Aggregated Statistics and any information, data, or other content derived from Provider's monitoring of Customer's access to or use of the Cloud Services, but does not include Customer Data.

(f) "Third-Party Products" means any products, content, services, information, websites, or other materials that are owned by third parties and are incorporated into or accessible through or in conjunction with use of the Cloud Services.

## 2. Access and Use.

(a) Provision of Access. Subject to and conditioned on your payment of Fees and compliance with all the terms and conditions of this Agreement, Provider hereby grants you a revocable, non-exclusive, non-transferable, non-sublicensable, limited right to access and use the Cloud Services during the Term solely for your internal business operations by Authorized Users in accordance with the terms and conditions herein. Provider shall provide you the necessary passwords and access credentials to allow you to access the Cloud Services.

(b) Documentation License. Subject to the terms and conditions contained in this Agreement, Provider hereby grants you a non-exclusive, non-sublicensable, non-transferable license for Authorized Users to use the Documentation during the Term solely for your internal business purposes in connection with use of the Cloud Services.

(c) Downloadable Software. Use of the Cloud Services may require or include use of downloadable software. Provider grants you a non-transferable, non-exclusive, non-assignable, limited right for Authorized Users to use downloadable software we provide as part of the Cloud Services. Any Third-Party Products that consist of downloadable software are subject to the terms of Section 3(e).

(d) Updates, Upgrades and new Functionality Modules. Updates and upgrades released during the term of your annual license are free. New functionality modules may be made available from time to time as an option and for an additional fee by way of one-time payment of subscription price increase.

(e) Use Restrictions. You shall not, and shall not permit any Authorized Users to, use the Cloud Services, any software component of the Cloud Services, or Documentation for any purposes beyond the scope of the access granted in this Agreement. You shall not at any time, directly or indirectly, and shall not permit any Authorized Users to: (i) copy, modify, or create derivative works of the Cloud Services, any software component of the Cloud Services, or Documentation, in whole or in part; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available the Cloud Services or Documentation except as expressly permitted under this Agreement; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of the Cloud Services, in whole or in part; (iv) remove any proprietary notices from the Cloud Services or Documentation; or (v) use the Cloud Services or Documentation in any manner or for any purpose that infringes, misappropriates, or otherwise violates any intellectual property right or other right of any person, or that violates any applicable law, regulation, or rule.

(f) Aggregated Statistics. Notwithstanding anything to the contrary in this Agreement, Provider may monitor Customer's use of the Cloud Services and collect and compile data and information related to Customer's use of the Cloud Services to be used by Provider in an aggregated and anonymized manner, including to compile statistical and performance information related to the provision and operation of the Cloud Services ("Aggregated Statistics"). As between Provider and Customer, all right, title, and interest

in Aggregated Statistics, and all intellectual property rights therein, belong to and are retained solely by Provider. You acknowledge that Provider may compile Aggregated Statistics based on Customer Data input into the Cloud Services. You agree that Provider may (i) make Aggregated Statistics publicly available in compliance with applicable law, and (ii) use Aggregated Statistics to the extent and in the manner permitted under applicable law.

(g) Reservation of Rights. Provider reserves all rights not expressly granted to Customer in this Agreement. Except for the limited rights and licenses expressly granted under this Agreement, nothing in this Agreement grants, by implication, waiver, estoppel, or otherwise, to Customer or any third party, any intellectual property rights or other right, title, or interest in or to the Provider IP.

(h) Suspension. Notwithstanding anything to the contrary in this Agreement, Provider may temporarily suspend Customer's and any other Authorized User's access to any portion or all of the Cloud Services if: (i) Provider reasonably determines that (A) there is a threat or attack on any of the Provider IP; (B) Customer's or any other Authorized User's use of the Provider IP disrupts or poses a security risk to the Provider IP or to any other customer or vendor of Provider; (C) Customer or any other Authorized User is using the Provider IP for fraudulent or illegal activities; (D) subject to applicable law, Customer has ceased to continue its business in the ordinary course, made an assignment for the benefit of creditors or similar disposition of its assets, or become the subject of any bankruptcy, reorganization, liquidation, dissolution, or similar proceeding; or (E) Provider's provision of the Cloud Services to Customer or any other Authorized User is prohibited by applicable law; (ii) any vendor of Provider has suspended or terminated Provider's access to or use of any third-party services or products required to enable Customer to access the Cloud Services; or (iii) in accordance with Section 5 (any such suspension described in subclause (i), (ii), or (iii), a "Service Suspension"). Provider shall use commercially reasonable efforts to provide written notice of any Service Suspension to Customer and to provide updates regarding resumption of access to the Cloud Services following any Service Suspension. Provider shall use commercially reasonable efforts to resume providing access to the Cloud Services as soon as reasonably possible after the event giving rise to the Cloud Services Suspension is cured. Provider will have no liability for any damage, liabilities, losses (including any loss of or profits), or any other consequences that Customer or any other Authorized User may incur as a result of a Service Suspension.

### **3. Customer Responsibilities**

(a) Acceptable Use Policy. The Cloud Services may not be used for unlawful, fraudulent, offensive, or obscene activity. You agree to comply with all terms and conditions of this Agreement, and all applicable laws, rules, and regulations to which you may be subject.

(b) Account Use. You are responsible and liable for all uses of the Cloud Services and Documentation resulting from access provided by you, directly or indirectly, whether such access or use is permitted by or in violation of this Agreement. Without

limiting the generality of the foregoing, you are responsible for all acts and omissions of Authorized Users, and any act or omission by an Authorized User that would constitute a breach of this Agreement if taken by you will be deemed a breach of this Agreement by you. You shall use reasonable efforts to make all Authorized Users aware of this Agreement's provisions as applicable to such Authorized User's use of the Cloud Services and shall cause Authorized Users to comply with such provisions.

(c) Customer Data. You will ensure that any Customer Data and any Authorized User's use of Customer Data will not violate any policy or terms referenced in or incorporated into this Agreement or any applicable law. You are solely responsible for the development, content, operation, maintenance, and use of Customer Data.

(d) Passwords and Access Credentials. You are responsible for keeping your passwords and access credentials associated with the Cloud Services (where applicable) confidential. You will not sell or transfer them to any other person or entity. You will promptly notify us about any unauthorized access to your passwords or access credentials.

(e) Third-Party Products. The Services interact with your access to Third-Party Products. For purposes of this Agreement, such Third-Party Products are subject to their own terms and conditions presented to you for acceptance within the Cloud Services by website link or otherwise. If you do not agree to abide by the applicable terms for any such Third-Party Products, then you should not install, access, or use such Third-Party Products.

#### **4. Service Levels and Support.**

(a) Service Levels. Subject to the terms and conditions of this Agreement, Provider shall use commercially reasonable efforts to make the Cloud Services available by email or as in accordance with then-available service levels available ("Service Levels").

(b) Support. The access rights granted hereunder entitle Customer to the support services described on Provider's website located at <https://ilmirconsulting.freshdesk.com>, and may be obtained by submitting tickets to the email address [support@ilmirconsulting.freshdesk.com](mailto:support@ilmirconsulting.freshdesk.com) for following the Effective Date under this Agreement and during the term of any paid subscription to the CLOUD SERVICES. Provider will use best effort to respond to Tickets submitted by email within one (1) business day.

#### **5. Fees and Payment.**

(a) License Fees. As compensation for the license provided in this Agreement for each Copy of the Licensed Software, other than any backup or archival copy permitted under this Agreement, Licensee shall pay Licensor the License Fees set forth on Schedule A.

(b) Customer shall pay Provider the fees ("Fees") within thirty (30) days from the invoice date without offset or deduction. Customer shall make all payments hereunder in US dollars on or before the due date. If Customer fails to make any payment when due,

without limiting Provider's other rights and remedies: (i) Provider may charge interest on the past due amount at the rate of 1.5% per month calculated daily and compounded monthly; (ii) Customer shall reimburse Provider for all reasonable costs incurred by Provider in collecting any late payments or interest, including attorneys' fees, court costs, and collection agency fees; and (iii) if such failure continues for 60 days or more, Provider may suspend, in accordance with Section 2(g), Customer's and all other Authorized Users' access to any portion or all of the Cloud Services until such amounts are paid in full. All Fees and other amounts payable by Customer under this Agreement are exclusive of taxes and similar assessments. Customer is responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental or regulatory authority on any amounts payable by Customer hereunder, other than any taxes imposed on Provider's income.

6. **Confidential Information.**

From time to time during the Term, Provider and Customer may disclose or make available to the other party information about its business affairs, products, confidential intellectual property, trade secrets, third-party confidential information, and other sensitive or proprietary information, whether orally or in written, electronic, or other form or media/in written or electronic form or media, and whether or not marked, designated, or otherwise identified as confidential at the time of disclosure (collectively, "Confidential Information"). Confidential Information does not include information that, at the time of disclosure is: (a) in the public domain; (b) known to the receiving party; (c) rightfully obtained by the receiving party on a non-confidential basis from a third party; or (d) independently developed by the receiving party. The receiving party shall not disclose the disclosing party's Confidential Information to any person or entity, except to the receiving party's employees, agents, or subcontractors who have a need to know the Confidential Information for the receiving party to exercise its rights or perform its obligations hereunder and who are required to protect the Confidential Information in a manner no less stringent than required under this Agreement. Notwithstanding the foregoing, each party may disclose Confidential Information to the limited extent required (i) to comply with the order of a court or other governmental body, or as otherwise necessary to comply with applicable law, provided that the party making the disclosure pursuant to the order shall first have given written notice to the other party and made a reasonable effort to obtain a protective order; or (ii) to establish a party's rights under this Agreement, including to make required court filings. Each party's obligations of non-disclosure with regard to Confidential Information are effective as of the date such Confidential Information is first disclosed to the receiving party and will expire five years thereafter; provided, however, with respect to any Confidential Information that constitutes a trade secret (as determined under applicable law), such obligations of non-disclosure will survive the termination or expiration of this Agreement for as long as such Confidential Information remains subject to trade secret protection under applicable law.

7. **Privacy Policy.**

Provider complies with its privacy policy, available at [privacy@\\_\\_\\_\\_\\_](mailto:privacy@_____). ("Privacy Policy"), in providing the Cloud Services. The Privacy Policy is subject to

change as described therein. By accessing, using, and providing information to or through the Cloud Services, you acknowledge that you have reviewed and accepted our Privacy Policy, and you consent to all actions taken by us with respect to your information in compliance with the then-current version of our Privacy Policy.

8. **Intellectual Property Ownership; Feedback.**

As between you and us, (a) we own all right, title, and interest, including all intellectual property rights, in and to the Cloud Services and (b) you own all right, title, and interest, including all intellectual property rights, in and to Customer Data. If you or any of your employees, contractors, or agents sends or transmits any communications or materials to us by mail, email, telephone, or otherwise, suggesting or recommending changes to the Cloud Services, including without limitation, new features or functionality relating thereto, or any comments, questions, suggestions, or the like ("Feedback"), we are free to use such Feedback irrespective of any other obligation or limitation between you and us governing such Feedback. All Feedback is and will be treated as non-confidential. You hereby assign to us on your behalf, and shall cause your employees, contractors, and agents to assign, all right, title, and interest in, and we are free to use, without any attribution or compensation to you or any third party, any ideas, know-how, concepts, techniques, or other intellectual property rights contained in the Feedback, for any purpose whatsoever, although we are not required to use any Feedback.

9. **Limited Warranty and Warranty Disclaimer.**

(a) Provider warrants that it provides Cloud Services using a commercially reasonable level of care and skill. Provider does not make any representations or guarantees regarding uptime or availability of the Cloud Services unless otherwise expressly set forth herein. The remedies set forth herein are Customer's sole remedies and Provider's sole liability under the limited warranty set forth in this Section 9(a). THE FOREGOING WARRANTY DOES NOT APPLY, AND PROVIDER STRICTLY DISCLAIMS ALL WARRANTIES, WITH RESPECT TO ANY THIRD-PARTY PRODUCTS.

(b) Customer Warranty. You warrant that you own all right, title, and interest, including all intellectual property rights, in and to Customer Data and that both the Customer Data and your use of the Cloud Services are in compliance with applicable laws and regulations.

(c) EXCEPT FOR THE LIMITED WARRANTY SET FORTH IN SECTION 9(a), THE CLOUD SERVICES ARE PROVIDED "AS IS" AND PROVIDER SPECIFICALLY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE CLOUD SERVICES, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET YOUR OR ANY OTHER PERSON'S OR ENTITY'S REQUIREMENTS,

OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY OF YOUR OR ANY THIRD PARTY'S SOFTWARE, SYSTEM, OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR-FREE, OR THAT ANY ERRORS OR DEFECTS CAN OR WILL BE CORRECTED.

10. **Indemnification.**

(a) **Provider Indemnification.**

(i) Provider shall indemnify, defend, and hold Customer harmless from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including reasonable attorneys' fees ("Losses"), incurred by Customer resulting from any third-party claim, suit, action, or proceeding ("Third-Party Claim") that the Cloud Services, or any use of the Cloud Services in accordance with this Agreement, infringes or misappropriates such third party's US intellectual property rights/US patents, copyrights, or trade secrets, provided that Customer promptly notifies Provider in writing of the Third-Party Claim, cooperates with Provider, and allows Provider sole authority to control the defense and settlement of such Third-Party Claim.

(ii) If such a Third-Party Claim is made or Provider reasonably anticipates such a Third-Party Claim will be made, Customer agrees to permit Provider, at Provider's sole discretion, to (A) modify or replace the Cloud Services, or component or part thereof, to make it non-infringing, or (B) obtain the right for Customer to continue use. If Provider determines that neither alternative is reasonably available, Provider may terminate this Agreement, in its entirety or with respect to the affected component or part, effective immediately on written notice to Customer. This Section 10(a)(ii) sets forth your sole remedies and our sole liability and obligation for any actual, threatened, or alleged Third-Party Claims that the Cloud Services infringe, misappropriate, or otherwise violate any intellectual property rights of any third party.

(iii) This Section 10(a) will not apply to the extent that any such Third-Party Claim arises from Customer Data or Third-Party Products.

(b) **Customer Indemnification.** Customer shall, only to the extent allowed by the Iowa Constitution and the laws of the State of Iowa, law indemnify, hold harmless, and, at Provider's option, defend Provider and its officers, directors, employees, agents, affiliates, successors, and assigns from and against any and all Losses arising from or relating to any Third-Party Claim (i) that the Customer Data, or any use of the Customer Data in accordance with this Agreement, infringes or misappropriates such third party's intellectual property rights; or (ii) based on Customer's or any Authorized User's negligence or willful misconduct or use of the Cloud Services in a manner not authorized by this Agreement; provided that Customer may not settle any Third-Party Claim against Provider unless Provider

consents to such settlement, and further provided that Provider will have the right, at its option, to defend itself against any such Third-Party Claim or to participate in the defense thereof by counsel of its own choice. Nothing in this agreement constitutes a waiver of the defenses available to Customer under Chapter 670 of the Code of Iowa.

11. **Limitations of Liability.**

IN NO EVENT WILL PROVIDER BE LIABLE UNDER OR IN CONNECTION WITH THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, FOR ANY: (a) CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, ENHANCED, OR PUNITIVE DAMAGES; (b) INCREASED COSTS, DIMINUTION IN VALUE OR LOST BUSINESS, PRODUCTION, REVENUES, OR PROFITS; (c) LOSS OF GOODWILL OR REPUTATION; (d) USE, INABILITY TO USE, LOSS, INTERRUPTION, DELAY OR RECOVERY OF ANY DATA, OR BREACH OF DATA OR SYSTEM SECURITY; OR (e) COST OF REPLACEMENT GOODS OR SERVICES, IN EACH CASE REGARDLESS OF WHETHER PROVIDER WAS ADVISED OF THE POSSIBILITY OF SUCH LOSSES OR DAMAGES OR SUCH LOSSES OR DAMAGES WERE OTHERWISE FORESEEABLE. IN NO EVENT WILL PROVIDER'S AGGREGATE LIABILITY ARISING OUT OF OR RELATED TO THIS AGREEMENT UNDER ANY LEGAL OR EQUITABLE THEORY, INCLUDING BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE EXCEED THE TOTAL AMOUNTS PAID TO PROVIDER UNDER THIS AGREEMENT IN THE TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE ANNUAL FEE PAID TO PROVIDER. The exclusions and limitations in this Section 11 do not apply to the parties' obligations under Section 10.

12. **Term and Termination.**

(a) Term. The term of this Agreement begins on the Effective Date and continues until terminated. Cloud Services that are specified to automatically renew will renew for additional successive one (1) year term[s] unless earlier terminated pursuant to this Agreement's express provisions or either party gives the other party written notice of non-renewal at least thirty (30) days prior to the expiration of the then-current services period.

(b) Termination. In addition to any other express termination right set forth in this Agreement:

(i) Provider or Customer may terminate this Agreement for any reason upon thirty (30) days' advance notice.

(ii) Either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach: (A) is incapable of cure; or (B) being capable of cure, remains uncured

thirty (30) days after the non-breaching party provides the breaching party with written notice of such breach.

(iii) Either party may terminate this Agreement, effective immediately upon written notice to the other party, if the other party: (A) becomes insolvent or is generally unable to pay, or fails to pay, its debts as they become due; (B) files, or has filed against it, a petition for voluntary or involuntary bankruptcy or otherwise becomes subject, voluntarily or involuntarily, to any proceeding under any domestic or foreign bankruptcy or insolvency law; (C) makes or seeks to make a general assignment for the benefit of its creditors; or (D) applies for or has appointed a receiver, trustee, custodian, or similar agent appointed by order of any court of competent jurisdiction to take charge of or sell any material portion of its property or business.

(c) Effect of Termination. Upon termination of this Agreement, Customer shall immediately discontinue use of the Provider IP. No expiration or termination of this Agreement will affect Customer's obligation to pay all Fees that may have become due before such expiration or termination, or entitle Customer to any refund.

(d) Survival. This Section 12(d), Sections 5, 6, 10, 11, 14, 15, 16, and 17, and any right, obligation, or required performance of the parties in this Agreement which, by its express terms or nature and context is intended to survive termination or expiration of this Agreement, will survive any such termination or expiration.

13. **Modifications.**

You acknowledge and agree that we have the right, in our sole discretion, to modify this Agreement from time to time, and that modified terms become effective on posting. You will be notified of modifications through direct email communication from us or postings on our site. You are responsible for reviewing and becoming familiar with any such modifications. Your continued use of the Cloud Services after the effective date of the modifications will be deemed acceptance of the modified terms. Provider will provide at least thirty (30) days' advance notice of changes to any service level that Provider reasonably anticipates may result in a material reduction in quality or services.

14. **Export Regulation.**

The Cloud Services utilize software and technology that may be subject to US export control laws, including the US Export Administration Act and its associated regulations. You shall not, directly or indirectly, export, re-export, or release the Cloud Services or the software or technology included in the Cloud Services to, or make the Cloud Services or the software or technology included in the Cloud Services accessible from, any jurisdiction or country to which export, re-export, or release is prohibited by law, regulation, or rule. You shall comply with all applicable federal laws, regulations, and rules, and complete all required undertakings (including obtaining any necessary export license or other governmental approval), prior to exporting, re-exporting, releasing, or

otherwise making the Cloud Services or the software or technology included in the Cloud Services available outside the US.

15. **US Government Rights.**

Each of the software components that constitute the Cloud Services and the Documentation is a "commercial product" as that term is defined at 48 C.F.R. § 2.101, consisting of "commercial computer software" and "commercial computer software documentation" as such terms are used in 48 C.F.R. § 12.212. Accordingly, if you are an agency of the US Government or any contractor therefor, you receive only those rights with respect to the Cloud Services and Documentation as are granted to all other end users, in accordance with (a) 48 C.F.R. § 227.7201 through 48 C.F.R. § 227.7204, with respect to the Department of Defense and their contractors, or (b) 48 C.F.R. § 12.212, with respect to all other US Government customers and their contractors.

16. **Governing Law and Jurisdiction.**

This agreement is governed by and construed in accordance with the internal laws of the State of New Jersey without giving effect to any choice or conflict of law provision or rule that would require or permit the application of the laws of any jurisdiction other than those of the State of New Jersey. Except as may otherwise set forth herein, any legal suit, action, or proceeding arising out of or related to this agreement or the rights granted hereunder will be instituted exclusively in the federal courts of the United States or the courts of the State of New Jersey in each case located in the and County of Essex, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding.

17. **Miscellaneous.**

This Agreement constitutes the entire agreement and understanding between the parties hereto with respect to the subject matter hereof and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. Any notices to us must be sent to our corporate headquarters address available at Ilmir, Inc., 1-32 Cyril Avenue, Fair Lawn, New Jersey 07410 and must be delivered either in person, by certified or registered mail, return receipt requested and postage prepaid, or by recognized overnight courier service, and are deemed given upon receipt by us. Notwithstanding the foregoing, you hereby consent to receiving electronic communications from us. These electronic communications may include notices about applicable fees and charges, transactional information, and other information concerning or related to the Cloud Services. You agree that any notices, agreements, disclosures, or other communications that we send to you electronically will satisfy any legal communication requirements, including that such communications be in writing. The invalidity, illegality, or unenforceability of any provision herein does not affect any other provision herein or the validity, legality, or enforceability of such provision in any other jurisdiction. Any failure to act by us with respect to a breach of this Agreement by you or others does not constitute a waiver and will not limit our rights with respect to such breach or any subsequent breaches. This Agreement is personal to you and may not

be assigned or transferred for any reason whatsoever without our prior written consent and any action or conduct in violation of the foregoing will be void and without effect. We expressly reserve the right to assign this Agreement and to delegate any of its obligations hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in duplicate by their duly authorized corporate officers as of the day and year first above written.

Licensee:

Linn County Community Services

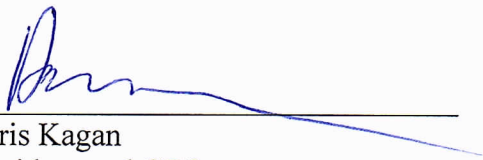
By: \_\_\_\_\_

Name: Ben Rogers

Title: Chair of Board of Supervisors

Licensor:

ILMIR, Inc.

By:  \_\_\_\_\_

Name: Boris Kagan

Title: President and CEO

**SCHEDULE A**  
**Fees**

| <b><u>Product Name</u></b>            | <b><u>Product/Service Description</u></b>                                                                                                                                         | <b><u>Number of<br/>Licensed Users</u></b> | <b><u>Payment<br/>Term</u></b> | <b><u>Amount</u></b> |
|---------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------|--------------------------------|----------------------|
| GA Distribute Vouchers                | Generate custom format vouchers and print or email them to providers or consumers                                                                                                 | Unlimited                                  | Monthly                        | \$100.00             |
| GA Online Screening Request Interface | Interface with the Linn County referral screening page; import online referrals and populate them in myEvolv in their own widget as new Online Screening Requests awaiting action | Unlimited                                  | Monthly                        | \$200.00             |
| <b>Total</b>                          |                                                                                                                                                                                   |                                            |                                | <b>\$300.00</b>      |