

BOARD OF SUPERVISORSDistrict 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 31, 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.

Approve and authorize Chair to sign a Vacancy Form requesting a Temporary Nurse for the Public Health Department

Resolutions

Resolution authorizing conveyance to Elaine Novotny Living Trust of Linn County, Iowa's interest of vacated right-of-way described as 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.

Resolution authorizing Chair to sign Quit Claim Deed conveying Linn County, Iowa's interest to Elaine Novotny Living Trust of the vacated right-of-way described as 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.

Resolution authorizing conveyance to Timothy K. Grissel Jr., of Linn County, Iowa's interest of vacated right-of-way described as the east half of the alley lying adjacent to the west line of Lots 85 and 86 of said Town of Western and the south half of the alley lying adjacent to the north line of said Lot 86.

Resolution authorizing Chair to sign Quit Claim Deed conveying Linn County, Iowa's interest to Timothy K. Grissel Jr., of the vacated right-of-way described as the east half of the alley lying adjacent to the west line of Lots 85 and 86 of said Town of Western and the south half of the alley lying adjacent to the north line of said Lot 86.

A Resolution Authorizing the Use of Linn County's Unique Entity Identifier, Authorizing the Execution of a Grant Agreement, and Granting Authority to Manage the Grant Agreement

Resolution suspending taxes for one (1) Linn County resident as they are unable to contribute to the public revenue by reason of age, infirmity, or both, pursuant to Code of Iowa, Section 427.8

Contract and Agreements

Approve and authorize Chair to electronically sign the Software as a Service Agreement between Linn County and BSA Software, Inc. effective early 2024 for the amount of \$138,035.

Approve and authorize Chair to sign a Quit Claim Deed to Elaine Novotny Living Trust of Linn County, Iowa's interest of vacated right-of-way described as 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.

Approve and authorize Chair to sign a Quit Claim Deed to Timothy K. Grissel Jr., of Linn County, Iowa's interest of vacated right-of-way described as the east half of the alley lying adjacent to the west line of Lots 85 and 86 of said Town of Western and the south half of the alley lying adjacent to the north line of said Lot 86.

Approve and authorize Chair to sign the Linn County Children's Mental Health Assistance Program FY23 Provider Agreement with Maria Isabel Ramos LMFT, LLC effective July 1, 2022 through June 30, 2023

Approve and authorize Chair to sign a Purchase of Service Agreement with the Area Substance Abuse Council (ASAC) for Residential Substance Abuse Treatment beds effective July 1, 2022 through June 30, 2023

Approve and authorize Chair to sign an American Rescue Plan Act (ARPA) Subaward Agreement between Linn County and Hawkeye Area Community Action Program, Inc. for the HACAP Linn County Affordable Housing Expansion Project in the amount of \$150,000.00.

Approve purchase order PO346 in the amount of \$13,073.59 to C & R Supply Inc. for purchase of a skid sprayer for the Secondary Road Department.

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes--Discuss and decide on meeting minutes.

Claims--Discuss and decide on claims.

Proclamation: Recovery Month-September 2022

Presentation on the Alliance for Equitable Housing

Discuss and decide on a letter of support for MADE grant application

Discuss and decide a contract between Vaisala and Linn County to purchase road analyzing software in the amount of \$13,419.00 for the Secondary Road Department effective September 1, 2022 to August 31, 2023

Discuss and decide on approval of the 2022 Homestead Credit (including Disabled Veterans) & Military Exemption Allowances & Disallowances.

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.



VACANCY FORM

SELECT ONE:

☒ **NEW POSITION**

☐ **REPLACEMENT**

REPLACES: _____

SELECT ONE:

☒ **NEW JOB CLASSIFICATION**

☐ **EXISTING JOB CLASSIFICATION**

JOB TITLE: Public Health Nurse

DEPARTMENT: Public Health

SHIFT/HOURS: 8-15 hours per week

NUMBER OF POSITIONS: 1

VACANCY DATE: Immediate

REASON TO ADD NEW POSITION (if applicable): ☐ **BUDGET OFFER**

☐ **GRANT FUNDING**

NEW POSITION FUNDING SOURCE(S):

Will use money from Immunization Response Grant. Ask of

HHS to provide funds for public health emergency.

Eric spoke to LC finance who supports this.

☒ **OTHER:** Declared Public Health Emergency -

DURATION OF POSTING (must remain open a minimum of 10 days): 10

POSITION TYPE:

☐ **FULL-TIME** ☐ **PART-TIME** _____ # of hours/week ☒ **TEMPORARY/SEASONAL**

☐ **ON-CALL/SUBSTITUTE** ☐ **GRANT-FUNDED**

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

☐ **Attorneys** ☐ **Conservation** ☐ **Sergeants** ☐ **PPME**

☐ **NON-BARGAINING UNIT (Management and Confidential Employees)**

APPROVED BY: _____

DEPARTMENT HEAD (original signature required)

DATE

By signing above, I acknowledge my understanding of the following about external job postings: Failure to make a good faith effort to begin the interview process within one month of receiving candidates' applications will result in HR charging the cost of advertising back to the department.

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: _____ **STARTING SALARY:** _____

HR DIRECTOR COMMENTS: _____

FINANCE/BUDGET DIRECTOR COMMENTS: _____

APPROVED BY: _____

HUMAN RESOURCES DIRECTOR

DATE

APPROVED BY: _____

FINANCE/BUDGET DIRECTOR

DATE

APPROVED BY: _____

CHAIRPERSON/BOARD OF SUPERVISORS

DATE

Recruitment Information

*Please fill out this page to help us create a job advertisement for your open position.
If you cannot think of all 5 products, please try listing what you can.
5 Main Job Duties are required. For Products, if you cannot think of 5, put n/a.*

Main 5 Essential Functions(Job Duties) or Position Outcomes

*What will the employee be doing? Please state these in simplified terms that are
accurate AND will attract someone to this job.*

1. Provide Monkeypox vaccinations
2. Allow for more opportunities for individuals to receive vaccinations due to full schedule
3. Help prevent excessive stress on current staffing
4. Provide education to clients receiving vaccinations
5. Response to Public Health Emergency

Top 5 Products for this Job

*What are the 5 main products this person will produce
(should be related to duties or outcomes listed above).*

1. Vaccinated Community members
2. Reduce perception that public health is not providing vaccinations
3. Provide vaccine information statements to those being vaccinated
4. Customer and employee satisfaction
5. Response to public health emergency

Prepared By & Return To: Linn County Secondary Road Dept., 1888 County Home Rd, Marion, IA 52302 (319) 892-6400

RESOLUTION # _____

AUTHORIZE CONVEYANCE OF VACATED RIGHT-OF-WAY

WHEREAS, the Board of Supervisors, Linn County, Iowa, is empowered under §331.361, Code of Iowa, to dispose of the interest of Linn County, in real property, and,

WHEREAS, the Board of Supervisors, Linn County, Iowa, has vacated the portions of right-of-way described as:

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 subject to easement and restrictions of record.
and,

WHEREAS, Elaine Novotny Living Trust, owner of real property adjacent to the above described parcel of vacated right-of-way desire to obtain whatever interest Linn County, Iowa may have in the above described parcel of vacated right-of-way, and

WHEREAS, the Board of Supervisors, Linn County, Iowa, has pursuant to §331.361, Code of Iowa, conducted a public hearing upon the proposal to convey by quit claim deed whatever interest Linn County, Iowa, may have in the above described parcel of vacated right-of-way.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Supervisors, Linn County, Iowa, this date met in lawful session that whatever interest Linn County, Iowa, may have in the above described parcel of vacated right-of-way shall be conveyed to Elaine Novotny Living Trust, owner of real property adjacent to the above described vacated right-of-way, by quit claim deed.

BE IT FURTHER RESOLVED that the Chairperson of the Board of Supervisors, Linn County, Iowa, hereby authorize to execute said quit claim deed conveying whatever interest Linn County, Iowa, may have in the above described parcel of vacated right-of-way to Elaine Novotny Living Trust.

Dated at Cedar Rapids, Linn County, Iowa, this ____ day of _____, 20____.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

Chairperson

Vice Chairperson

Supervisor

ATTEST:

Linn County Auditor

STATE OF IOWA)
COUNTY OF LINN)SS

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

Linn County Auditor

Subscribed and sworn to before me by the aforesaid on this ____ day of _____, 20____.

Notary Public, State of Iowa

Prepared By & Return To: Linn County Secondary Road Dept., 1888 County Home Rd, Marion, IA 52302 (319) 892-6400

RESOLUTION # _____

APPROVE QUIT CLAIM DEED

WHEREAS, there is presented to the Board of Supervisors, Linn County, Iowa, for its approval, a quit claim deed executed and acknowledged by Ben Rogers, Chairperson of the Board of Supervisors, Linn County, Iowa, and Joel D. Miller, County Auditor of Linn County, Iowa, conveying the interests of Linn County, Iowa, to Elaine Novotny Living Trust, and

WHEREAS, said deed conveys the following real estate described as follows:

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, subject to easement and restrictions of record.
and

WHEREAS, said deed was executed by Ben Rogers, Chairperson of the Board of Supervisors, Linn County, Iowa, and Joel D. Miller, County Auditor of Linn County, Iowa, pursuant to resolution _____ adopted by the Board of Supervisors, Linn County, Iowa, on the _____ day of _____, 20__.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Supervisors, Linn County, Iowa, this date met in lawful session, that the above described quit claim deed, dated the ____ day of _____, 20__, conveying whatever interest Linn County, Iowa, may have, to Elaine Novotny Living Trust, be and the same is hereby approved.

Resolved this _____ day of _____, 20__, at Cedar Rapids, Iowa.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

Chairperson

Vice Chairperson

Supervisor

ATTEST:

Linn County Auditor

STATE OF IOWA)
COUNTY OF LINN)SS

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

Linn County Auditor

Subscribed and sworn to before me by the aforesaid on this ____ day of _____, 20____.

Notary Public, State of Iowa

Prepared By & Return To: Linn County Secondary Road Dept., 1888 County Home Rd, Marion, IA 52302 (319) 892-6400

RESOLUTION # _____

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WHEREAS, the Board of Supervisors, Linn County, Iowa, has vacated the portions of right-of-way described as:

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 85 and 86 of said Town of Western and the south half of the alley lying adjacent to the north line of said Lot 86.Said area contains 0.25 acres more or less, subject to easement and restrictions of record.

Said vacated area = 3498 sf or 0.08 acres subject to easement and restrictions of record.

and,

WHEREAS, Timothy K. Grissel Jr., owner of real property adjacent to the above described parcel of vacated right-of-way desire to obtain whatever interest Linn County, Iowa may have in the above described parcel of vacated right-of-way, and

WHEREAS, the Board of Supervisors, Linn County, Iowa, has pursuant to §331.361, Code of Iowa, conducted a public hearing upon the proposal to convey by quit claim deed whatever interest Linn County, Iowa, may have in the above described parcel of vacated right-of-way.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Supervisors, Linn County, Iowa, this date met in lawful session that whatever interest Linn County, Iowa, may have in the above described parcel of vacated right-of-way shall be conveyed to Timothy K. Grissel Jr., owner of real property adjacent to the above described vacated right-of-way, by quit claim deed.

BE IT FURTHER RESOLVED that the Chairperson of the Board of Supervisors, Linn County, Iowa, hereby authorize to execute said quit claim deed conveying whatever interest Linn County, Iowa, may have in the above described parcel of vacated right-of-way to Timothy K. Grissel Jr.,.

Dated at Cedar Rapids, Linn County, Iowa, this ____ day of _____, 20 ____.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

Chairperson

Vice Chairperson

Supervisor

ATTEST:

Linn County Auditor

STATE OF IOWA)
COUNTY OF LINN)SS

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

Linn County Auditor

Subscribed and sworn to before me by the aforesaid on this ____ day of _____, 20____.

Notary Public, State of Iowa

Prepared By & Return To: Linn County Secondary Road Dept., 1888 County Home Rd, Marion, IA 52302 (319) 892-6400

RESOLUTION # _____

APPROVE QUIT CLAIM DEED

WHEREAS, there is presented to the Board of Supervisors, Linn County, Iowa, for its approval, a quit claim deed executed and acknowledged by Ben Rogers, Chairperson of the Board of Supervisors, Linn County, Iowa, and Joel D. Miller, County Auditor of Linn County, Iowa, conveying the interests of Linn County, Iowa, to Timothy K. Grissel Jr., and

WHEREAS, said deed conveys the following real estate described as follows:

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Said vacated area = 3498 sf or 0.08 acres subject to easement and restrictions of record.

and

WHEREAS, said deed was executed by Ben Rogers, Chairperson of the Board of Supervisors, Linn County, Iowa, and Joel D. Miller, County Auditor of Linn County, Iowa, pursuant to resolution _____ adopted by the Board of Supervisors, Linn County, Iowa, on the _____ day of _____, 20__.

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Supervisors, Linn County, Iowa, this date met in lawful session, that the above described quit claim deed, dated the ____ day of _____, 20__, conveying whatever interest Linn County, Iowa, may have, to Timothy K. Grissel Jr., be and the same is hereby approved.

Resolved this _____ day of _____, 20__, at Cedar Rapids, Iowa.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

Chairperson

Vice Chairperson

Supervisor

ATTEST:

Linn County Auditor

STATE OF IOWA)
COUNTY OF LINN)SS

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

Linn County Auditor

Subscribed and sworn to before me by the aforesaid on this ____ day of _____, 20____.

Notary Public, State of Iowa

RESOLUTION 2022 – 8 –

**A RESOLUTION AUTHORIZING THE USE OF LINN COUNTY'S UNIQUE ENTITY IDENTIFIER,
AUTHORIZING THE EXECUTION OF A GRANT AGREEMENT, AND GRANTING AUTHORITY
TO MANAGE THE GRANT AGREEMENT**

WHEREAS, Linn County and the Black Hawk County Conservation Board are subrecipients of Destination Iowa Outdoor Recreation Grant Award No. 23-DOR-005, awarded by the Iowa Economic Development Authority ("Authority") to pave and complete other improvements to a portion of Cedar Valley Nature Trail; and

WHEREAS, the Grant Agreement ("Agreement") for Grant Award No. 23-DOR-005 between the Authority, the Black Hawk County Conservation Board, and the County of Linn identifies the subrecipients by a Unique Entity Identifier ("UEI"); and

WHEREAS, the proper execution and acknowledgement of the Agreement is a condition to the disbursement of the grant funds.

BE IT THEREFORE RESOLVED by the Linn County Board of Supervisors as follows:

1. The Board grants Linn County Conservation the authority to use Linn County's UEI for the administration of Grant Award No. 23-DOR-005.
2. The Board grants Linn County Conservation Deputy Director Daniel Gibbins the authority to execute the Agreement for Grant Award No. 23-DOR-005, retroactive to August 17, 2022.
3. The Board Grants Linn County Conservation Deputy Director Daniel Gibbins the authority to manage Grant Award No. 23-DOR-005, including necessary reporting and financial requirements.

PASSED AND APPROVED this 31st day of August, 2022.

LINN COUNTY BOARD OF SUPERVISORS

ATTEST:

Ben Rogers, Chair

Joel Miller, Linn County Auditor

Louis J. Zumbach, Vice Chair

Stacey Walker, Supervisor

RESOLUTION
PETITION for SUSPENSION of FISCAL 2023 / ASSESSMENT 2021
PROPERTY TAXES

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

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

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

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

PETITIONER	PARCEL #	TAX YEARS	Special #
Sisson, Michael	13243-30008-00000	2021	

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

Dated at Cedar Rapids, Linn County, Iowa, this _____ day of _____, 2022.

LINN COUNTY BOARD OF SUPERVISORS

CHAIRPERSON

SUPERVISOR

SUPERVISOR

AYE:
NAY:
ABSTAIN:

ATTEST:

Joel Miller, Linn County Auditor

STATE OF IOWA)
) SS
COUNTY OF LINN)

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

Joel Miller

Subscribed and sworn to before me by the aforesaid on this _____ day of _____, 2022

NOTARY PUBLIC
STATE OF IOWA

SOFTWARE AS A SERVICE AGREEMENT

This Software as a Service Agreement, including the attached Exhibits ("Agreement"), is entered into by and between Bellefeuil, Szur & Associates, Inc. ("BSA"), a Michigan corporation and the Linn County IA ("Customer"), effective the date of the signature of the last Party to sign the Agreement ("Effective Date"). Each party to the Agreement is referred to as a "Party" and the parties, collectively, are referred to as "Parties."

This Agreement sets the terms and conditions under which BSA will furnish certain Software as a Service ("SaaS") and certain professional services described herein to Customer.

SECTION A – SAAS SERVICES

1. Rights Granted.

- 1.1.** Upon the Effective Date, subject to the terms of this Agreement and Customer's ongoing compliance therewith, BSA hereby grants to Customer a non-exclusive, non-transferable, and non-assignable license to use the BSA Software Products. "BSA Software Product(s)" means, the: (i) BSA Software as a Service set forth in **Schedule 1 to Exhibit A**; (ii) related interfaces and customizations; (iii) BSA manuals, BSA official specifications, and BSA user guides provided in or with BSA software products set forth in **Schedule 1 to Exhibit A** ("Documentation"); and (iv) all modifications to the BSA software products set forth in **Schedule 1 to Exhibit A**, including, but not limited to, fixes, new versions, new releases, updates, upgrades, corrections, patches, work-arounds (collectively, "Modifications"). For the avoidance of doubt, Documentation does not include advertising, other general statements about products, or statements by sales or other staff members.
- 1.2.** Customer acknowledges that BSA will not ship copies of the BSA Software Products as part of the SaaS Services.

- 2. Restrictions.** Customer will not (i) sublicense, modify, adapt, translate, or otherwise transfer, reverse compile, disassemble or otherwise reverse engineer BSA Software Products or any portion thereof without prior written consent of BSA; (ii) access or otherwise use the BSA Software Products to create or support, and/or assist a third party in creating or supporting software products competing with the BSA Software Products; or (iii) assign, disclose, display, distribute, host, lease, license, outsource, permit timesharing or service bureau use, rent, sell, transfer or otherwise use the BSA Software Products for any commercial use other than fulfilling Customers own internal business purposes. Without limiting the foregoing, the BSA Software Products may not be modified by anyone other than BSA. If Customer modifies the BSA Software Products without BSA's prior written consent, any BSA obligation to provide support services on, and the warranty for, the BSA Software Products will be void. All rights not expressly granted are reserved.

- 3. SaaS Fees.** Customer agrees to pay BSA, and BSA agrees to accept from Customer as payment in full for the rights granted herein, the SaaS fees set forth in **Schedule 1 to Exhibit A**.

4. Ownership.

- 4.1.** BSA retains all ownership and intellectual property rights to the SaaS Services, the BSA Software Product(s), and anything developed by BSA under this Agreement. Customer does not acquire under this Agreement any license to use the BSA Software Product(s) beyond the scope and/or duration of the SaaS Services. Customer agrees not to challenge such rights and hereby assigns any and all copyrights and other intellectual property rights in and to the BSA Software Products to BSA and agrees to execute any and all documents necessary to effect the purpose of this paragraph. "Intellectual property rights" means all trademarks, copyrights, patents, trade secrets, moral rights, know-how, and all other proprietary rights.

4.2. Customer retains all ownership and intellectual property rights to the data.

5. Limited Software Warranty.

5.1. BSA warrants, for the term of use granted, that the BSA Software Products will perform without material defects in workmanship or materials. Customer's exclusive remedy in the event of a breach of this warranty shall be to have BSA use reasonable efforts, consistent with industry standards, to repair or replace the non-conforming BSA Software Product so as to render it conforming to the warranty, in accordance with the maintenance and support process set forth below in **Exhibit C** and BSA's then current Support Call Process.

5.2. THE FOREGOING LIMITED SOFTWARE WARRANTY IS IN LIEU OF ALL OTHER REPRESENTATIONS OR WARRANTIES RELATING IN ANY WAY TO THE BSA SOFTWARE PRODUCTS INCLUDING, *BUT NOT LIMITED TO*, THEIR FEATURES, ATTRIBUTES, FUNCTIONALITY, AND PERFORMANCE. THE FOREGOING LIMITED SOFTWARE WARRANTY IS IN LIEU OF ALL SUCH REPRESENTATIONS OR WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR REPRESENTATIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY AND FITNESS FOR A PARTICULAR PURPOSE AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM THE COURSE OF DEALING OR USAGE OF TRADE. BSA DOES NOT REPRESENT OR WARRANT THAT THE BSA SOFTWARE PRODUCTS WILL MEET ANY OR ALL OF CUSTOMER'S PARTICULAR REQUIREMENTS, THAT THE OPERATION OF THE BSA SOFTWARE PRODUCTS WILL OPERATE ERROR FREE OR UNINTERRUPTED, OR THAT ALL PROGRAMMING ERRORS IN THE BSA SOFTWARE PRODUCTS CAN BE FOUND IN ORDER TO BE CORRECTED.

6. **One Year Money Back Guarantee.** BSA offers a one (1) year Money Back Guarantee on all SaaS products. If, for any reason, Customer is not satisfied with the BSA Software Product, Customer may cancel service within one (1) year of the date that the BSA Software Product becomes available for use ("Activation Date"), for a full refund of the SaaS Fees, as identified in **Schedule 1 to Exhibit A**. Customer must notify BSA of intention to terminate at least thirty (30) days prior to the end of the one (1) year period.

7. SaaS Services.

7.1. Customer will utilize shared hardware in a data center, but in a database dedicated to Customer's use, which is not accessible to other customers.

7.2. Microsoft Azure data centers, or any replacement data centers utilized by BSA during the term of this Agreement are accessible only by authorized personnel, for specific business purposes, with prior approval required.

7.3. Data centers utilized by BSA will have redundant telecommunications access, electrical power, and the necessary hardware to provide access to the BSA Software Products in the event of a disaster or component failure. In the event any of Customer's data is lost or damaged due to a negligent act or omission of BSA, or due to a defect in the BSA Software Product, BSA will use reasonable commercial efforts to restore data on servers in accordance with the system capabilities and with the objective of minimizing any data loss possible. BSA's systems are reasonably designed to ensure that the recovery point shall not exceed a maximum of twenty-four (24) hours from declaration of disaster. For purposes of this section, the declaration of disaster shall be declared by BSA in response to issues discovered by BSA, or upon confirmation of issues relayed by Customer to BSA. Said declaration of disaster will not be unreasonably withheld by BSA.

7.4. In the event that a backup must be restored due to a declaration of disaster, or database failure, BSA will be responsible for importing backup data and verifying that Customer can log in. Customer will be solely responsible for running reports and testing critical processes to verify the restored data.

7.5. BSA's systems are reasonably designed to ensure that, access to the BSA Software Products can be restored within one (1) business day of the declaration of disaster.

- 7.6.** Customer will not attempt to reverse engineer, bypass, or otherwise subvert security restrictions in the BSA Software Products or the SaaS environment related to the BSA Software Products. Unauthorized attempts to access files, passwords, other confidential information, or unauthorized vulnerability and penetration testing of BSA's system (hosted or otherwise) is prohibited without the prior express written approval of BSA.

SECTION B – PROFESSIONAL SERVICES

- 8. Professional Services.** BSA shall provide the services ("Professional Services") set forth in **Schedule 2 to Exhibit A**, for the prices indicated, provided Customer fulfills its obligations set forth in this Agreement. BSA and Customer may enter into future Statements of Work, which shall become part of this Agreement. Future Statements of Work resulting from a change in scope to the contracted services may necessitate Change Orders to indicate changes to the agreed upon scope of work and any increase or decrease in costs related to the change in scope. Customer acknowledges that the fees stated in the Cost Summary are good-faith estimates of the amount of time and materials required for Customer's implementation. BSA will bill Customer for the actual fees incurred based on the services provided to Customer.
- 9. Change Orders.** In the event of a change in the agreed upon project scope for professional services not covered or otherwise included in the existing Agreement, Customer shall deliver to BSA's Project Manager a written change order and specify in such change order the proposed work with sufficient detail to enable BSA to evaluate it ("Change Order"). BSA may, at its discretion, prescribe the format of the Change Order. BSA shall provide the Customer with an evaluation of the Change Order, which may include a written proposal containing the following: (i) implementation plan; (ii) the timeframe for performance; and (iii) the estimated price for performance of such change, based on the then current rates for said services. Upon execution, all Change Orders shall be governed by the terms and conditions of this Agreement, unless mutually agreed upon otherwise in writing. Customer acknowledges that such Change Orders may affect the implementation schedule and dates otherwise established as part of the project plan. The implementation schedule and schedule of activities for contracted services (the "Project") shall be established based on a timeline mutually agreed upon between the Parties following the execution of this Agreement.
- 10. License and Ownership.**
- 10.1.** All rights, including intellectual property rights, in and to work product delivered as a result of Professional Services under this Agreement shall be owned by BSA. For the avoidance of doubt, work product that constitutes a BSA Software Product, or portion thereof shall be governed by Section A of this Agreement, including Section 1.1 thereof.
- 10.2.** Subject to Section 9.1 and Customer's compliance with this Agreement (including payment in full), BSA grants to Customer a non-exclusive, non-transferrable, and non-assignable license to use the work product and the intellectual property rights therein for Customer's internal business purposes only.
- 11. Cancellation.** In the event Customer cancels or reschedules Professional Services (other than for Force Majeure or breach by BSA), and without prejudice to BSA's other rights and remedies, Customer is liable to BSA for: (i) all non-refundable expenses actually incurred by BSA on Customer's behalf; and (ii) daily Project Management or Training fees associated with the cancelled Professional Services (in accordance with the daily fee rate), if less than thirty (30) days advance notice is given regarding the need to cancel or reschedule and BSA cannot reasonably reassign its affected human resources to other projects where comparable skills are required.

12. Limited Professional Services Warranty.

- 12.1.** BSA warrants that its Professional Services will be performed in a professional and workmanlike manner, consistent with industry standards. In the event of a breach of the foregoing warranty and a claim in accordance with the breach, BSA's sole obligation and Customer's exclusive remedy with respect to such claim will be to have BSA reperform the portion of the Professional Services with respect to which the warranty has been breached, to bring it into compliance with such warranty. Any claim for breach of the foregoing warranty must be made by notice to BSA within thirty (30) days of performance of the portion of the Professional Services with respect to which the claim is made or said claim shall be deemed waived.
- 12.2.** THE FOREGOING LIMITED PROFESSIONAL SERVICES WARRANTY IS IN LIEU OF ALL OTHER REPRESENTATIONS OR WARRANTIES RELATING TO THE PROFESSIONAL SERVICES, EXPRESS OR IMPLIED. INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OR REPRESENTATIONS OF MERCHANTABILITY, MERCHANTABLE QUALITY AND FITNESS FOR A PARTICULAR PURPOSE, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW, OR FROM THE COURSE OF DEALING OR USAGE OF TRADE.

13. Customer Site Access and Assistance.

- 13.1.** Customer agrees and acknowledges that the implementation of the BSA Software Products is a cooperative process requiring time and resources of Customer personnel. Customer shall, and shall cause Customer personnel to, use all reasonable efforts to cooperate with and assist BSA as may be reasonably required to meet the project deadlines and other project milestones agreed to by the Parties for implementation. BSA shall not be liable for failure to meet such deadlines and milestones when such failure is due to force majeure (as defined in Section 30, below) or to the failure by Customer personnel to provide such cooperation and assistance (either through action or omission.)
- 13.2.** At no cost to BSA, Customer agrees to provide to BSA full access to and use of personnel, facilities, and equipment as reasonably necessary for BSA to provide implementation and training services. Such access will be subject to any reasonable security protocols or written policies provided to BSA prior to Effective Date of this Agreement, or mutually agreed to thereafter.

SECTION C – MAINTENANCE AND SUPPORT

14. Maintenance and Support Generally.

- 14.1.** For a one (1) year period, commencing on the Activation Date, and subject to Customer's compliance with the Agreement, BSA will provide, at no charge to Customer, "Maintenance and Support", meaning the following; (i) Modifications (such as patches, corrections and updates) as are generally provided at no additional charge by BSA to BSA customers; and (ii) technical support assistance, as further described in Section 14, during BSA's normal business hours.
- 14.2.** Commencing one (1) year from the Activation Date, Maintenance and Support will continue to be provided subject to compliance with the terms of the Agreement and payment of the SaaS Fees outlined in **Exhibit B**.
- 14.3.** BSA guarantees that the annual SaaS Fees, as set forth in **Exhibit B** will not change for two (2) years from the Activation Date. After that date, BSA reserves the right each year to increase the fee over the previous year by no more than an amount that is proportionate to the increase (measured from the beginning of such previous year) in the Consumer Price Index as set forth by the U.S. Department of Labor, Bureau of Labor Statistics, Consumer Price Index – All Urban Customers – U.S. City Average (CPI-U), or a similar measure should such data become unavailable.

14.4. Maintenance and Support and the SaaS fee do not include amounts that may be due for such items as additional training, additional BSA Software Products, custom development work, hardware purchases, BSA staff time to create or modify report writer based reports, configurable imports or exports, or data entry. Additional fees may be payable for items charged on a per event basis, such as Permit Application Submission Fees related to online permit applications.

15. Support.

15.1. With respect to Errors following expiration of the Limited Software Warranty, BSA's sole obligation and Customer's sole remedy are set forth in this Section 15. Subject to Customer's compliance with the terms of the Agreement and payment of SaaS fees, BSA shall use commercially reasonable efforts, commensurate with the severity level, to achieve its support response and resolution targets with respect to Errors as set forth in **Exhibit C**. An "Error" means a verifiable and reproducible failure of a BSA Software Product to operate in accordance with the Documentation under conditions of normal use and where the Error is directly attributable to the BSA Software Product as updated with current Modifications. If the customer modifies the BSA Software Products without BSA's written consent, BSA's obligation to provide support services on the BSA Software Products will be void.

15.2. Support does not include the following: (i) installation or implementation of the BSA Software Products; (ii) onsite training/support, remote training, application design, and other consulting services; (iii) support of an operating system, hardware, or support outside of BSA's normal business hours; (iv) support or support time due to a cause external to the BSA Software Products adversely affecting their operability or serviceability, which shall include, but not be limited to, water, fire, lightning, other natural calamities, misuse, abuse, or neglect; (v) repair of the BSA Software Products modified in any way other than modifications made by BSA or its authorized agents; and (vi) support of any other third-party vendors' software, such as operating system software, network software, database managers, word processors, etc. All such excluded Maintenance and Support Services performed by BSA at Customer's request shall be invoiced to Customer on a time and materials basis, plus reasonable expenses associated therewith.

15.3. Notwithstanding anything to the contrary, Customer shall provide prompt notice of any Errors discovered by Customer, or otherwise brought to the attention of Customer. Proper notice may include, without limitation, prompt telephonic and written (either via e-mail or postal mail) notice to BSA of any purported Error. If requested by BSA, Customer agrees to provide written documentation of Errors to substantiate those Errors and to otherwise assist BSA in the detection and correction of said Errors. BSA will use its commercially reasonable judgment to determine if an Error exists, and the severity of the Error.

15.4. Customer acknowledges and agrees that BSA and product vendors may require online access to the BSA Software Product in order for BSA to provide Maintenance and Support Services hereunder. Accordingly, Customer shall provide a high-speed internet connection to facilitate BSA's remote access to the BSA Software Products. BSA shall provide remote connection software, which may require installation of a software component on a workstation or server computer. A copy of the External Vendor Remote Access Request Form in Exhibit D will be submitted for each BS&A staff member that requires remote access.

SECTION D – THIRD PARTY PRODUCTS

16. Third Party Products.

16.1. BSA will sell, deliver and install onsite any hardware products not produced by BSA ("Third-Party Hardware"), if purchased by Customer, for the prices set forth in **Schedule 1 to Exhibit A**, as modified by any subsequent Change Order(s).

16.2. BSA shall not provide any warranty services on Third Party Hardware sold. BSA is not the manufacturer of the Third-Party Products. To the extent applicable, BSA will grant and pass through to Customer any warranty that BSA may receive from the supplier of the Third-Party Product(s).

SECTION E – GENERAL TERMS AND CONDITIONS

17. BSA Proprietary Information.

- 17.1.** Customer acknowledges that the information associated with or contained within the BSA Software Products and information used in the performance of Professional Services include information relating to BSA Software Products, BSA's business, and the terms of this Agreement (the "Proprietary Information").
- 17.2.** Customer shall maintain in confidence and not disclose Proprietary Information, directly or indirectly, to any third party without BSA's prior written consent. Customer shall safeguard the Proprietary Information to the same extent that it safeguards its own most confidential materials or data, but in no event shall the standard implemented be less than industry standard. Proprietary Information shall be used by Customer solely to fulfill its obligations under this Agreement. Customer shall limit its dissemination of such Proprietary Information to employees within the Customer's business organization who are directly involved with the performance of this Agreement and have a need to use such Proprietary Information. Customer shall be responsible for all disclosures by any person receiving Proprietary Information, by or through it, as if Customer itself disseminated such information.
- 17.3.** Proprietary Information shall not include any information that: (a) is or becomes publicly known through no wrongful act of breach of any obligation of confidentiality by Customer; (b) was lawfully known to Customer prior to the time it was disclosed to or learned by Customer in connection with this Agreement, provided that such information is not known to Customer solely because of its prior business relationship with BSA; (c) was received by Customer from a third party that is not under an obligation of confidentiality to BSA; or (d) is independently developed by Customer for a party other than BSA without the use of any Proprietary Information. The following circumstances shall not cause Proprietary Information to fall within any of the exceptions (a) through (d) above: (i) a portion of such Proprietary Information is embraced by more general information said to be in the public domain or previously known to, or subsequently disclosed to, the Customer; or (ii) it is a combination derivable from separate sources of public information, none of which discloses the combination itself.
- 17.4.** If Customer is required, or anticipates that it will be required, to disclose any Confidential Information pursuant to a court order or to a government authority, Customer shall, at its earliest opportunity, provide written notice to BSA so as to give BSA a reasonable opportunity to secure a protective order or take other actions as appropriate. Customer shall at all times cooperate with BSA so as to minimize any disclosure to the extent allowed by applicable law.

- 18. Limitation on Liability and Damages.** BSA'S ENTIRE LIABILITY AND RESPONSIBILITY FOR ANY AND ALL CLAIMS, DAMAGES, OR LOSSES ARISING FROM THE BSA SOFTWARE PRODUCTS (INCLUDING BUT NOT LIMITED TO THEIR USE, OPERATION AND/OR FAILURE TO OPERATE), PROFESSIONAL SERVICES, MAINTENANCE AND SUPPORT, ANY THIRD-PARTY PERFORMANCE OR LACK THEREOF, OR OTHERWISE ARISING OUT OF OR RELATING TO THIS AGREEMENT, SHALL BE ABSOLUTELY LIMITED IN THE AGGREGATE FOR ALL CLAIMS TO DIRECT DAMAGES NOT IN EXCESS OF THE INITIAL SAAS FEES PAID FOR THE FIRST YEAR OF SERVICE OF THE BSA SOFTWARE PRODUCTS PLUS, TO THE EXTENT APPLICABLE, THE PURCHASE PRICE OF ANY PROFESSIONAL SERVICE SET FORTH IN THIS AGREEMENT THAT GIVES RISE TO A CLAIM. NOTWITHSTANDING ANY PROVISION CONTAINED HEREIN, BSA SHALL NOT BE LIABLE FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, INCIDENTAL, OR CONTINGENT DAMAGES OR EXPENSES, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, ARISING IN ANY WAY OUT OF THIS AGREEMENT, BSA SOFTWARE PRODUCTS, ANY THIRD-PARTY PERFORMANCE, OR LACK THEREOF, OR BSA'S PERFORMANCE, OR LACK THEREOF, UNDER THIS AGREEMENT, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, LOSS OF REVENUE, PROFIT, OR LOSS OF USE. TO THE EXTENT THAT APPLICABLE

LAW DOES NOT PERMIT THE LIMITATIONS SET FORTH HEREIN, THE LIABILITY AND DAMAGES SHALL BE LIMITED AND RESTRICTED TO THE EXTENT PERMITTED BY LAW.

- 19. Additional Disclaimer.** SUPPLIER PROVIDES NO WARRANTY FOR ANY THIRD-PARTY SOFTWARE AND/OR HARDWARE, EXCEPT AS SET FORTH IN THIS AGREEMENT, SUPPLIER WILL NOT BE RESPONSIBLE FOR ANY THIRD-PARTY SOFTWARE, THIRD-PARTY SERVICES AND/OR HARDWARE.
- 20. Indemnification for Intellectual Property Infringement.** If a claim is made or an action is brought alleging that a BSA Software Product infringes on a U.S. patent, or any copyright, trademark, trade secret or other proprietary right, BSA will defend Customer against such claim and will pay resulting costs and damages finally awarded, provided that: (a) customer promptly notifies BSA in writing of the claim; (b) BSA has sole control of the defense and all related settlement negotiations; (c) Customer reasonably cooperates in such defense at no expense to BSA; and (d) Customer remains in compliance with the Agreement and has continued to remain current on payment of SaaS fees. The obligations of BSA under this Section are conditioned on Customer's agreement that if the applicable BSA Software Product, in whole or in part, or the use or operation thereof, becomes, or in the opinion of BSA is likely to become, the subject of such a claim, BSA may at its expense and without obligation to do so, either procure the right for the Customer to continue using the BSA Software Product or, at the option of BSA, replace or modify the same so that it becomes non-infringing (provided such replacement or modification maintains the same material functionality and does not adversely affect Customer's use of the Update as contemplated hereunder). In the event that BSA provides a replacement for Customer, Customer shall cease use of the infringing product immediately upon receiving the replacement. THIS SECTION 20 SETS FORTH THE ENTIRE LIABILITY AND OBLIGATION OF BSA AND THE SOLE AND EXCLUSIVE REMEDY FOR CUSTOMER FOR ANY DAMAGES ARISING FROM ANY CLAIM OR ACTION COVERED BY THIS SECTION 20.
- 21. No Intended Third-Party Beneficiaries.** This Agreement is entered into solely for the benefit of BSA and Customer. No third party will be deemed a beneficiary of this Agreement, and no third party will have the right to make any claim or assert any right under this Agreement.
- 22. Governing Law and Venue.** This Agreement shall be governed by, and construed in accordance with, the laws of the state of Michigan, without regard to its choice of law rules. BSA and the Customer agree that the exclusive venue for any legal or equitable action shall be the Courts of the County of Clinton, State of Michigan, or in any court in the United States of America lying in the Western District of Michigan.
- 23. Entire Agreement.** This Agreement represents the entire agreement of Customer and BSA with respect to the subject matter hereof, and supersedes any prior agreements, understandings, and representations, whether written, oral, expressed, implied, or statutory. Customer hereby acknowledges that in entering into this Agreement, it did not rely on any information not explicitly set forth in this Agreement.
- 24. Contract Term.** This initial term of this Agreement extends from the Effective Date of the Agreement until one (1) year from the Activation Date. Upon expiration of the initial term, this Agreement will renew automatically for successive one (1) year terms under the same terms and conditions set forth herein without further documentation being required unless and until either party provides written notice to the other party, at least sixty (60) days prior to the end of the then current term. Customer's right to access or use the BSA Software Product will terminate at the end of the Agreement.
- 25. Payment Terms.** Customer shall pay BSA for all amounts in accordance with this Agreement and **Exhibit A**.

- 26. Termination.** Without prejudice to other rights and remedies, and except as otherwise provided in this Agreement, either Party may terminate this Agreement as set forth below. Upon termination of this Agreement: (a) Customer shall promptly pay BSA for all fees and expenses that are not subject to a good faith dispute and that are related to the software, products, and/or services received, or expenses BSA has incurred or delivered, prior to the effective date of the termination (b) Customer shall return or destroy, at the direction of BSA, BSA's Proprietary Information in its possession. The termination of this Agreement will not discharge or otherwise affect any pre-termination obligations of either Party existing under this Agreement at the time of termination. Sections 2, 4, 16 through 18, 21-23, 25 -39, and the provisions of this Agreement which by their nature extend beyond the termination of this Agreement, will survive the termination of the Agreement. No action arising out of this Agreement, regardless of the form of action, may be brought by Customer more than one (1) year after the date the action occurred.
- 26.1.** Termination for Cause. If Customer believes that BSA has materially breached this Agreement, Customer may terminate this Agreement for Cause in the event BSA does not cure, or create a mutually agreeable plan to address, a material breach of this agreement within thirty (30) days after Notification by Customer. Notice shall be provided in accordance with Section 31, below.
- 26.2.** Force Majeure. Either Party may terminate this Agreement if a Force Majeure event suspends performance of the SaaS Services for a period of forty-five (45) days or greater.
- 26.3.** Lack of Appropriations. If Customer cannot appropriate, or otherwise make available funds sufficient to continue to utilize the SaaS Services, Customer may unilaterally terminate this Agreement with thirty (30) days written notice to BSA. Customer shall not be entitled to a refund, offset, or credit for previously paid, but unused SaaS fees.
- 26.4.** Failure to Pay SaaS Fees. Customer acknowledges that timely payment of SaaS Fees is necessary to maintain continued access to the SaaS Services. In Customer does not make timely payment of SaaS fees, BSA may discontinue the SaaS Services, and deny access to the BSA Software Products. If such failure to pay is not cured within forty-five (45) days of receiving BSA's notice of intent to terminate, BSA may terminate this Agreement.
- 26.5.** Convenience. If Customer terminates SaaS Services for convenience, any SaaS fees already paid will not be prorated, and will be retained by BSA.
- 27. Severability.** If any term or provision of this Agreement, or the application thereof, to any extent, is held invalid or unenforceable, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and enforced to the fullest extent permitted by law.
- 28. No Waiver.** In the event that any terms or conditions of this Agreement are not strictly enforced by either Party, such nonenforcement will not act as, or be deemed as, a waiver or modification to this Agreement, nor will such nonenforcement prevent either Party from enforcing terms of the Agreement thereafter.
- 29. Successors and Assigns.** This Agreement shall be binding upon the successors, permitted assigns, representatives, and heirs of the Parties hereto. For avoidance of doubt, any expanded use by Customer of the Program, for example, in the event of annexation or desired shared services, shall require the consent of BSA.
- 30. Force Majeure.** "Force Majeure" is defined as an event beyond the reasonable control of a Party, including governmental action, war, riot or civil commotion, fire, natural disaster, epidemic, pandemic, other public health emergency, problematic weather, lack of availability of Customer provided technology, labor disputes, restraints affecting shipping or credit, delay of carriers or any other cause that could not, with reasonable diligence, be foreseen, controlled or prevented by the Party. Neither Party shall be liable for delays in performing its obligations under this Agreement to the extent that the delay is caused by Force Majeure.

- 31. Notice.** All notices, requests, demands, and determinations under the Agreement (other than routine operational communications), shall be in writing and shall be deemed duly given: (i) when delivered by hand; (ii) one (1) business day after being given to a nationally recognized overnight delivery service for next-business-day delivery, all fees prepaid; (iii) when sent by confirmed facsimile with a copy sent by another means specified in this provision; or (iv) six (6) calendar days after the day of mailing, when mailed by United States mail, *via* registered or certified mail, return receipt requested, postage prepaid, and in each case addressed as shall be set forth below. A Party may from time-to-time change its address or designee for notification purposes by giving the other prior written notice of the new address or designee and the date upon which it will become effective.

If to BSA:
BSA Software
14965 Abbey Lane
Bath, MI 48808
Attn: Contracts Manager
Telephone: 517-641-8900

If to Customer:
Linn County
935 2nd Street SW
Cedar Rapids, IA 52404
Telephone: 319-892-5000

- 32. Independent Contractor.** This is not an agreement of partnership or employment of BSA or any of BSA's employees by Customer. BSA is an independent contractor for all purposes under this Agreement.
- 33. Cooperative Procurement.** To the maximum extent permitted by applicable law, BSA agrees that this Agreement may be used as a cooperative procurement vehicle by eligible jurisdictions. BSA reserves the right to negotiate and customize the terms and conditions set forth herein, including but not limited to pricing, to the scope and circumstances fitting to that cooperative procurement.
- 34. Business License.** In the event a local business license is required for BSA to perform the services under this Agreement, Customer agrees to promptly notify and inform BSA of such requirement, as well as to provide BSA with the necessary paperwork and contact information so that BSA can obtain such license in a timely manner.
- 35. Nondiscrimination.** BSA will not discriminate against any person employed, or applying for employment, concerning the performance of BSA's responsibilities under this Agreement. This discrimination prohibition will apply to all matters of employment including hiring, tenure, and terms of employment, or otherwise with respect to any matter directly or indirectly relating to employment concerning race, color, religion, national origin, age, sex, sexual orientation, ancestry, disability that does not impact the individual's ability to perform the duties of a particular job or position, height, weight, marital status, or political affiliation. BSA will post, where appropriate, all notices related to nondiscrimination as may be required by applicable law.

36. Taxes. Fees for SaaS Services, Professional Services, or any other fees shown in Schedule 1 to Exhibit A do not include any taxes, including, without limitation, any sales, use or excise tax. Customer shall be responsible for all taxes, exclusive of taxes on BSA's net income, arising out of this Agreement. If Customer is not validly tax-exempt, and BSA is required to remit taxes on customer's behalf, Customer agrees to reimburse BSA for any taxes by BSA.

37. U.S. Government Rights. Each instance of the Documentation, Modifications and software that are constituents of BSA Software Products is a "commercial item" 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. Any use, modification, reproduction release, performance, display or disclosure of the Application by the U.S. Government shall be solely in accordance with the terms of this Agreement.

38. Export Control. Certain uses of the Software by Licensee may be subject to restrictions under United States regulations relating to exports and ultimate end uses of computer software. Licensee agrees to fully comply with all applicable United States laws and regulations, including but not limited to the Export Administration Act of 1979, as amended from time to time, the Arms Export Control Act, as amended from time to time, any regulations promulgated thereunder to implement those statutes, and all sanctions programs administered by the U.S. Government.

39. Contract Documents and Order of Precedence. The text of this Agreement without any Exhibits and Schedules shall control over any inconsistent text in any of the Exhibits or Schedules. This Agreement includes the following Exhibits and Schedules:

Exhibit A – Payment Terms Generally

Schedule 1 to Exhibit A – SaaS/Interface/Customization Fees

Schedule 2 to Exhibit A – Professional Service Fees

Exhibit B – Annual Service and Hosting Fees

Exhibit C – Support Call Process

Exhibit D – External Vendor Remote Access Request Form

IN WITNESS THEREOF, the Parties hereto have executed this Agreement as of the dates set forth below.

BSA SOFTWARE, INC.

CUSTOMER

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____

EXHIBIT A

Payment Terms

1. Customer shall pay BSA within thirty (30) days of invoice. Payments not received within fifteen (15) days of the due date shall be subject to a one and one-half percent (1.5%) per month interest charge (or, if lower, the highest amount chargeable at law) assessed against the unpaid balance from the date due until the date payment is received
2. Any amount not subject to good faith dispute and not paid within fifteen (15) days of the due date of each invoice shall, without prejudice to other rights and remedies, be subject to an interest charge equal to the lesser of 1.5% monthly or the maximum interest charge permissible under applicable law, payable on demand. Any charges not disputed by Customer in good faith will be deemed approved and accepted by Customer. For purposes of this Agreement, a good faith dispute regarding amounts owed exists only if Customer provides in writing at least ten (10) days prior to due date of payment on the invoice, notification of such dispute, the specific portion of the invoice in dispute, and the specific grounds of the dispute (which must be asserted in good faith), and Customer pays in timely fashion such portions that are not subject to such dispute.
3. BSA shall invoice Customer \$33,600 upon Effective Date for BSA's Project Management/Implementation Planning Fees and Data Conversion fees as set forth in Schedule 2.
4. BSA shall invoice Customer \$19,980 upon activation of Customer's site for use of the BSA Software Product(s). Such amount equals BSA's SaaS Fees as set forth in Schedule 1.
5. BSA shall invoice Customer \$84,455 at completion of On-Site Implementation and Training. Such amount equals On-Site Implementation and Training costs, Customization and Interface costs, and travel expenses, as set forth in Schedule 2.

Schedule 1 to Exhibit A

SaaS Fees

Upgrade - Cloud Modules

Community Development

Building Department	\$10,925
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BS&A Online

Community Development	\$6,555
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*Permit Application Feature - Enables contractors and the general public to submit permit applications online
(A fee of \$3/application is accumulated and billed to the municipality).*

Subtotal	\$17,480
----------	-----------------

Hosting Fees

Fees relating to the hosting and storage of data through Microsoft Azure are to be billed annually, for all modules included above.

\$2,500

Schedule 2 to Exhibit A

Professional Services Fees

Project Management and Implementation Planning

Services include:

- Analyzing customer processes to ensure all critical components are addressed.
- Creating and managing the project schedule in accordance with the customer's existing processes and needs.
- Planning and scheduling training around any planned process changes included in the project plan.
- Modifying the project schedule as needed to accommodate any changes to the scope and requirements of the project that are discovered.
- Providing a central contact between the customer's project leaders, developers, trainers, IT staff, conversion staff, and other resources required throughout the transition period.
- Installing the software and providing IT consultation for network, server, and workstation configuration and requirements.
- Reviewing and addressing the specifications for needed customizations to meet customer needs (when applicable).

\$33,600

Implementation and Training

- \$1,200/day
- Days quoted are estimates; you are billed for actual days used

Services include:

- Setting up users and user security rights for each application
- Performing final process and procedure review
- Configuring custom settings in each application to fit the needs of the customer
- Setting up application integration and workflow methods
- Onsite verification of converted data for balancing and auditing purposes
- Training and Go-Live

Software Setup	Days:	4		\$4,800
Community Development Modules	Days:	43		\$51,600
	Total:	47	Subtotal	\$56,400

Travel Expenses

\$28,055

EXHIBIT B

Annual Service Fees

Unlimited support is included in your Annual Service Fee. Service Fees are billed annually. After two (2) years, BS&A Software reserves the right to increase the Annual Service Fee by no more than the yearly Consumers Price Index for All Urban Consumers U.S. city average (CPI-U)."

Community Development	
Building Department	\$10,925
BS&A Online	
Community Development	\$6,555
Total Annual Service Fees	\$17,480

EXHIBIT C

Support Call Process

BSA's standard hours for telephone support are from 8:30 a.m. to 5:00 p.m. (EST), Monday through Friday, excluding holidays.

Customer can lodge a support request in three ways: (i) **Contact Customer Support** option located within the Help menu of all of BSA's applications (ii) BSA's toll-free support line (1-855-BSA-SOFT) or via email.

BSA targets less than thirty (30) minutes for initial response ("Initial Response Target").

Customer service requests fall into four main categories:

- A. Technical.** Questions or usage issues relating to I.T. functionality, future hardware purchases, and configuration. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.
- B. Questions/Support.** General questions regarding functionality, use, and set-up of the applications. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.
- C. Requests.** Customer requests for future enhancements to the applications. Key product management personnel meet with development staff on a regular basis to discuss the desirability and priority of such requests. BSA tries to resolve these issues within BSA's Initial Response Target or as soon thereafter as reasonably possible.
- D. Issues/Bugs.** Errors fall into three (3) subcategories:
 - i. Critical.** Cases where an Error has rendered the application or a material component unusable or not usable without substantial inconvenience causing material and detrimental consequences to business -- with no viable Customer workaround or alternative. The targeted resolution time for critical issues is less than one (1) business day.
 - ii. Moderate.** Cases where an Error causes substantial inconvenience and added burden, but the application is still usable by Customer. The targeted resolution time for all moderate issues is within two (2) weeks, which is within BSA's standard update cycle.
 - iii. Minimal.** Cases that are mostly cosmetic in nature, and do not substantially impede functionality in any significant way. These issues are assigned a priority level at BSA's regular meetings, and resolution times are based on the specified priority.

Remote Support Process

Some support calls may require further analysis of Customer's database or set-up to diagnose a problem or to assist Customer with a question. BSA's remote support tools share Customer's desktop *via* the Internet to provide Customer with virtual on-site support. BSA's support team is able to connect remotely to Customer's desktop and view its setup, diagnose problems, or assist Customer with screen navigation.

EXHIBIT D

English (United States) ▾



External Vendor Remote Access Request Form

Vendor remote access to Linn County's network is accomplished by granting a vendor Active Directory account to each individual from a vendor organization that requests access. Credentials are provided to the requester. Vendors are advised (and provided if necessary) to use the full client version of the FortiVPN or VmWare Horizons software as the remote access methods. Vendors are provided the County's VPN URL. These requests are channeled to a virtual Secure Remote Access Server. If proper credentials are authenticated, vendors are granted access to Remote Desktop (one concurrent connection at a time) if required, and/or predefined, specific network direct asset access resources. Vendors are normally granted access to the network from 8AM to 5PM CDT, Monday through Friday. If access is needed beyond these normal service hours, special requests with justification need to be made. If granted, vendors will be granted one-time access outside of normal service hours. Linn County reserves the right to revoke access at any time, to end remote sessions as necessary and remote connection is subject to monitoring.

* This form will record your name, please fill your name.

1. First Name

2. Last Name

3. Phone Number

4. Email Address

5. Requested Username

6. Which server will you need access to?

- ☐ GIS
- ☐ Titles
- ☐ Plot Information
- ☐ Recorder Information
- ☐ Other

7. What level of a access will you need?

- ☐ View only
- ☐ Be able to upload data
- ☐ Be able to delete data
- ☐ Be able to authorize users

8. What applications will you need access to?

☐ Application 1

☐ Application 2

☐ Application 3

☐ Application 4

☐ Application 5

Supervisors Contact information

This will be used as a secondary contact

9. First Name

10. Last Name

11. Phone Number

12. Email Address

This content is neither created nor endorsed by Microsoft. The data you submit will be sent to the form owner.



7/14/2022

Prepared by Linn County Secondary Road Dept., 1888 County Home Road, Marion, IA 52302 (319) 892-6400
Send tax statement to Elaine Novotny Living Trust, 11606 Club Road, Cedar Rapids, IA 52404

QUIT CLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS:

That Linn County, Iowa (Grantor) in consideration of the sum of one dollar and other valuable consideration does hereby quitclaim unto Elaine Novotny Living Trust all of the County's right, title, interest, estate, claim and demand in the following described real estate situated in Linn County, Iowa, to-wit:

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 subject to easement and restrictions of record.

This transfer is an exempt transaction by a governmental subdivision as transferor pursuant to Iowa Code §428A.2(6).

Signed this 31st day of August, 2022.

LINN COUNTY, IOWA

BY:

Ben Rogers, Chairperson
Linn County Board of Supervisors

Joel D. Miller
Linn County Auditor

STATE OF IOWA)
) ss:
COUNTY OF LINN)

On this 31st day of August, 2022, before me _____, a Notary Public in and for the State of Iowa, personally appeared Ben Rogers and Joel D. Miller, to me personally known, and who, being by me duly sworn, did say that they are the Chairperson of the Board of Supervisors and the County Auditor, respectively, of the County of Linn, Iowa; that the instrument was signed on behalf of the corporation, by authority of its Board of Supervisors, as contained in resolution number _____ adopted by the Board of Supervisors on 31st day of August, 2022 and Ben Rogers and Joel D. Miller acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

NOTARY PUBLIC
STATE OF IOWA

Prepared by Linn County Secondary Road Dept., 1888 County Home Road, Marion, IA 52302 (319) 892-6400
Send tax statement to Timothy K. Grissel Jr., 11818 Club Road, Cedar Rapids, IA 52336

QUIT CLAIM DEED

KNOW ALL PERSONS BY THESE PRESENTS:

That Linn County, Iowa (Grantor) in consideration of the sum of one dollar and other valuable consideration does hereby quitclaim unto Timothy K. Grissel, Jr., all of the County's right, title, interest, estate, claim and demand in the following described real estate situated in Linn County, Iowa, to-wit:

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 85 and 86 of said Town of Western and the south half of the alley lying adjacent to the north line of said Lot 86

Said vacated area = 3498 sf or 0.08 acres subject to easement and restrictions of record or use.

This transfer is an exempt transaction by a governmental subdivision as transferor pursuant to Iowa Code §428A.2(6).

Signed this 31st day of August, 2022.

LINN COUNTY, IOWA

BY:

Ben Rogers, Chairperson
Linn County Board of Supervisors

Joel D. Miller
Linn County Auditor

STATE OF IOWA)
) ss:
COUNTY OF LINN)

On this 31st day of August, 2022, before me _____, a Notary Public in and for the State of Iowa, personally appeared Ben Rogers and Joel D. Miller, to me personally known, and who, being by me duly sworn, did say that they are the Chairperson of the Board of Supervisors and the County Auditor, respectively, of the County of Linn, Iowa; that the instrument was signed on behalf of the corporation, by authority of its Board of Supervisors, as contained in resolution number _____ adopted by the Board of Supervisors on the 31st day of August, 2022, and Ben Rogers and Joel D. Miller acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

NOTARY PUBLIC
STATE OF IOWA

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

THIS AGREEMENT (the "Agreement") is by and between Linn County and Maria Isabel Ramos LMFT, LLC ("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 6th 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:

Maria Isabel Ramos LMFT, LLC
1221 Park Place NE, Suite G1
Cedar Rapids, IA 52402

Attention: Maria Ramos, LMFT
Email: ~~mramos@guidinglighter.com~~
Phone: 319-382-8678
Fax: n/a

mramoslmft@therapyemail.com

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:

Maria Isabel Ramos LMFT, LLC

Signature: _____

Print Name: Maria I. Ramos LMFT

Print Title: Marriage and Family Therapist

Date: 8/8/2022 _____

Attachment A

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

Service Definitions and Rates

Service Description 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.	Unit of Service: Hour, Day, ½ day, Month, 15 Min., Visit/Contact, etc.	Enrolled Medicaid Provider with the Managed Care Organizations: Yes or No <i>For each service listed below</i>	Rate
Psychiatric diagnosis eval (no med services) 90791 HO	Visit	yes	201.49
Psychotherapy, 30 minutes 90832 HO	Visit	yes	56.85
Psychotherapy, 45 minutes 90834 HO	Visit	yes	153.49
Psychotherapy, 60 minutes 90837 HO	Visit	yes	176.23

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:

Signature: _____

Print Name: _____

Print Title: _____

Date: _____

Provider:

Maria Isabel Ramos LMFT, LLC

Signature: Maria I. Ramos LMFT

Print Name: Maria I. Ramos LMFT

Print Title: Marriage and Family Therapist

Date: 8/8/2022

PURCHASE OF SERVICE AGREEMENT
Between
THE AREA SUBSTANCE ABUSE COUNCIL
And
LINN COUNTY

The period of this Agreement shall be July 1, 2022 through June 30, 2023.

Area Substance Abuse Council (ASAC) will reserve Residential Substance Abuse Treatment beds for the immediate placement of Linn County residents who are referred as the result of a Substance Abuse Commitment Hearing.

ASAC and the Judicial Referee will jointly agree on placement of committals in these beds.

The Judicial Referee will determine the appropriate length of committal for each client. Clients who stay beyond this committal length may do so but the additional days will not be counted in calculating Linn County's payment. Linn County will pay for a maximum of thirty (30) days for each client.

Payment will be made only for clients who have legal residence of Linn County. Payment for this period will be set at \$44.71 per day.

ASAC will invoice Linn County for the period of July 1, 2022 through December 31, 2022 and again for the period of January 1, 2023 through June 30, 2023. ASAC will invoice the county within ninety days of the close of the six-month periods, referenced in the preceding sentence. For each of these two invoices, ASAC will list the name of the committal client and the length of stay and will calculate a total charge. Linn County will reimburse ASAC the calculated total charge for each client with a per client maximum of the county's rate for 30 days.

LINN COUNTY

By: _____

Print Name: _____

Print Title: _____

Date: _____

AREA SUBSTANCE ABUSE COUNCIL

By: Stephanie Boesenberg

Print Name: STEPHANIE BOESENBERG

Print Title: Executive Director

Date: 8/5/2022

Address: 3601 16th Avenue SW

Cedar Rapids, IA 52404

Phone: 319-390-4611

Fax: 319-390-4381

Email: sboesenberg@asac.us



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: ARPA2022-006

Pass-Through Entity (PTE):	Subrecipient:
Linn County, Iowa	Hawkeye Area Community Action Program, Inc.
935 2 nd Street SW	1515 Hawkeye Drive
Cedar Rapids, IA	Hiawatha, Iowa 52233
	UEI #: CK1MDQAWQ9G5
Subaward Budget Period Start date: 8/1/2022 End date: 12/31/2024	
Period of Performance Start date: 8/1/2022 End date: 12/31/2024	
Amount of federal funds obligated by this action: \$150,000.00	
Total amount of the federal funds obligated to the Subrecipient: \$150,000.00	
Total amount of the federal funds committed to the Subrecipient: \$150,000.00	
Project Title: HACAP Linn County Affordable Housing Expansion	
Is Project for Research & Development? ☐ Yes ☒ 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 Hawkeye Area Community Action Program, Inc. ("Subrecipient") for reimbursement of HACAP Linn County Affordable Housing Expansion 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 HACAP Linn County Affordable Housing Expansion Project.

The County agrees to provide up to \$150,000.00 to the Subrecipient from the County's share of its ARPA allotment, to be used for acquisition and rehabilitation to 1 single family home or comparatively priced multi-family unit outside of the City of Cedar Rapids, but within Linn County. The Subrecipient will provide this housing for rental to residents at or below 65% AMI. 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 2nd Street SW
Cedar Rapids, IA 52404
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 on 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

SUBRECIPIENT:
HAWKEYE AREA COMMUNITY ACTION
PROGRAM, INC.

Board Chair

Jane Araplanke, CEO
Authorized Representative

Date

8/29/22
Date

EXHIBIT A

Statement of Work

Hawkeye Area Community Action Program, Inc., "HACAP", will purchase and remodel a single-family home or comparatively priced multi-family unit outside of the City of Cedar Rapids, but within Linn County. The funds will cover the purchase cost and the light remodel to the building at a total amount not to exceed \$150,000.00 with 5% allocated to administration expenses. HACAP will report to Linn County on a quarterly basis and provide documentation of expenses as necessary.

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

Impact Strategy Budget

EXHIBIT A1 Miscellaneous Expenses Schedule F

HACAP Linn County Affordable Housing Expansion

Hawkeye Area Community Action P
Agency Name

Expenses	Linn.DR County ARP	HACAP Resources	Total
Acquisition	\$135,000		\$135,000
Light Rehab	\$10,000		\$10,000
Final Rehab/Startup		\$20,000	\$20,000
Project Admin	\$5,000	\$10,000	\$15,000
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
			\$0
PROJECT TOTAL EXPENSE	\$150,000	\$30,000	\$180,000

Narrative: The goal of the project is for Hawkeye Area Community Action Program, Inc. (HACAP) to acquire and lightly remode 1 single family homes or comparatively priced multi-family units outside of the City of Cedar Rapids. HACAP proposes to use the bulk of the funds for aquisition and the work association with preparing the units for occupancy and a small percentage (5% of requested ARPA funds) to administer the funds and oversee the acquisition and rehabilitation.

EXIHIBIT 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.
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- h. New Restrictions on Lobbying, 31 C.F.R. Part 21;
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- j. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
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- a. A member of Congress or a representative of a committee of Congress;
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- 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.

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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.

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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.

Purchase Order

#: PO346

8/25/2022

935 2ND ST. SW
CEDAR RAPIDS, IA 52404
PH: 319-892-5000
LinnCountyIowa.Gov



Vendor

C & R SUPPLY INC
3610 N CLIFF AVE
SIOUX FALLS SD 57104
United States

TOTAL

\$13,073.59

Receive By:

Note: Sales Tax Exempt ID Number 42-6004338

Order Instructions: Please enter our order for the following, subject to the instructions, terms and conditions named herein. **Important** This order expressly limits acceptance to the terms stated herein, and any additional or different terms proposed by the seller are rejected unless assented to in writing. No chemicals accepted without material safety data sheet (MSDS). All orders are FOB Destination unless specifically stated otherwise.

Department	Department Contact	Contact Telephone	Terms
61-ENGINEER	THAD ALEXANDER	(319) 892-6427	

Quantity	Units	Item	Description	Rate	Amount
1		EQUIPMENT - ROADSIDE	EQUIPMENT - CUSTOM BUILT 750-GALLON SKID SPRAYER WILL BE INSTALLED ON TRUCK #78 BY C&R SUPPLY	\$13,073.59	\$13,073.59

Memo: SKID SPRAYER FOR TRUCK #78

Total

\$13,073.59

Bill To

Linn County Engineer
1888 County Home Road
Marion, IA 52302

Ship To



PO346

LINN COUNTY SECONDARY ROAD DEPARTMENT
1888 COUNTY HOME ROAD
MARION, IA 52302
PH: 319-892-6400 | FAX: 319-892-6419

LinnCounty.org



Date: 8/24/2022

To: Linn County Board of Supervisors

Re: Equipment Purchase - Roadside

I request to purchase a skid sprayer from C & R Supply for \$13,073.59

In accordance with Linn County Procurement Policy OP-002, Section XI. This is a single source purchase as this sprayer is a custom-built unit to match our current sprayer.

Make/Model: C & R Supply Custom Built 750-gallon skid sprayer
Vendor: C & R Supply
Contract Price: \$13,073.59

Purchase Order to:

C & R Supply
ATTN: Jerad Dubbelde
3610 N Cliff Avenue
Sioux Falls, South Dakota 57104
605-338-7210
jared@crsupply.com



This skid sprayer will be mounted on Truck #78 and be assigned to Roadside and mounted on a truck for use in spraying for weeds and brush.



THAD ALEXANDER
Shop Manager
SECONDARY ROAD DEPARTMENT
1944 County Home Road | Marion, IA 52302
Ph: 319-892-6427 | Fax: 319-892-6449

LinnCounty.org

QUOTATION

C & R SUPPLY
3610 N CLIFF AVE
SIOUX FALLS, SD 57104
US
605-338-7210



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Bill To:
COUNTER SALE 20% NO TAX

Ship To:
LINN COUNTY

Customer ID: 103118

PO Number					Ship Route	Taker			
TRUCK #2						JJD			
Quantities					Item ID	Suggested Retail	Unit Price	C/D	Extended Price
Ordered	Allocated	Remaining	UOM	Unit Size	Item Description				
1.0000	0.0000	1.0000	EA		002 GE660LE	714.40	571.5200	0	571.52
				1.0	PUMP LESS ENGINE; 1-1/2" X 1-1/4"				
1.0000	0.0000	1.0000	EA		500 GX200QE	0.00	750.0000	0	750.00
				1.0	**HONDA ENGING, 6.5 HP W/ELEC START, 3/4				
1.0000	0.0000	1.0000	EA		500 HON1010	22.00	17.6000	0	17.60
				1.0	*OIL DRAIN KIT; 3-6HP HONDA				
1.0000	0.0000	1.0000	EA		500 HRE	735.00	735.0000	0	735.00
				1.0	**HOSE REEL, ELECTRIC 1500 SERIES				
1.0000	0.0000	1.0000	EA		500 9939.1066	0.00	145.0000	0	145.00
				1.0	**1500 ROLLER ASSEMBLY				
1.0000	0.0000	1.0000	EA		500 9941.0035	60.00	60.0000	0	60.00
				1.0	**1500 ROLLER BRACKET				
1.0000	0.0000	1.0000	EA		003 TH050	295.00	295.0000	0	295.00
				1.0	**TREE HOSE, 1/2"-300' ROLL				
2.0000	0.0000	2.0000	EA		120 FL FS310	1.68	1.3400	0	2.68
				1.0	FAST LOCK; F310, STAINLESS				
1.0000	0.0000	1.0000	EA		084 W46022	31.77	25.4200	0	25.42
				1.0	MAXI FUSE HOLDER 6 GAUGE				
1.0000	0.0000	1.0000	EA		084 063928	1,182.50	946.0000	0	946.00
				1.0	*PLUNGER VALVE, TRIPLE 12VOLT				
1.0000	0.0000	1.0000	EA		500 MISC	0.00	500.0000	0	500.00
				1.0	**MISC ON-HAND ITEM**NET ITEM				
Order Line Notes: STEEL TO MAKE SKID									
1.0000	0.0000	1.0000	EA		250 RC-103	327.00	261.6000	0	261.60
				1.0	*CONTROLLER; TIR 3 BOOM, NO PRESSURE				
35.0000	0.0000	35.0000	EA		LABORP	110.00	110.0000	0	3,850.00

C & R SUPPLY
3610 N CLIFF AVE
SIOUX FALLS, SD 57104
US
605-338-7210



QUOTATION

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Quantities					Item ID Item Description	Suggested Retail	Unit Price	C/D	Extended Price
Ordered	Allocated	Remaining	UOM	Unit Size					
					1.0 **LABOR PUMP & SPRAYER REPAIR				
1.0000	0.0000	1.0000	EA		500 RSA	750.00	750.0000	0	750.00
					1.0 **ROAD SIDE ACTUATOR-LESS NOZZLES				
1.0000	0.0000	1.0000	EA		500 BB437R	157.00	125.6000	0	125.60
					1.0 * #437 ROADASIDE NOZZLE				
1.0000	0.0000	1.0000	EA		500 BB26011R	142.00	113.6000	0	113.60
					1.0 * #260-11 ROADSIDE NOZZLE				
1.0000	0.0000	1.0000	EA		150 E150150	3.42	2.7400	0	2.74
					1.0 POLY. HOSE ELBOW:1 1/2" X 1 1/2"				
1.0000	0.0000	1.0000	EA		150 JGME24	3.41	2.7300	0	2.73
					1.0 1/8MPT X 1/4OD TUBE JOHN GUEST				
1.0000	0.0000	1.0000	EA		150 JGME44	3.90	3.1200	0	3.12
					1.0 1/4" MPT X 1/4" OD ELBOW				
6.0000	0.0000	6.0000	EA		003 JGPT43	0.33	0.2600	0	1.56
					1.0 1/4" OD X .170" ID POLY TUBING				
3.0000	0.0000	3.0000	EA		168 A050050S	11.73	9.3800	0	28.14
					1.0 1/2" MPT X 1/2" BARB; SS				
2.0000	0.0000	2.0000	EA		102 TC150	10.01	8.0100	0	16.02
					1.0 T-BOLT CLAMP; 1.50" - 1.75"				
1.0000	0.0000	1.0000	EA		102 M200125E	11.10	8.8800	0	8.88
					1.0 FLANGE; 2" X 1.25" BARB, 90 DEG				
4.0000	0.0000	4.0000	EA		102 M150G	1.09	0.8700	0	3.48
					1.0 FLANGE GASKET; 2" STANDARD				
4.0000	0.0000	4.0000	EA		102 MFC200	7.57	6.0600	0	24.24
					1.0 FLANGE CLAMP; 2" SERIES				
1.0000	0.0000	1.0000	EA		102 M200P075	16.02	12.8200	0	12.82
					1.0 FLANGED PLUG; 2" STD X 3/4"				
1.0000	0.0000	1.0000	EA		097 R23120B	39.35	31.4800	0	31.48
					1.0 RELIEF VALVE, 3/4" POLY				
1.0000	0.0000	1.0000	EA		017 G100F	23.40	18.7200	0	18.72
					1.0 PRESSURE GAUGE, 100#;GLYCERIN FILLED				
1.0000	0.0000	1.0000	EA		150 SE025	2.17	1.7400	0	1.74
					1.0 1/4" STREET ELBOW; POLY				
6.0000	0.0000	6.0000	EA		003 TB125	6.00	4.8000	0	28.80
					1.0 EPDM DOUBLE BRAID 1 1/4"				
2.0000	0.0000	2.0000	EA		102 TC181	9.07	7.2600	0	14.52
					1.0 1 1/2" T-BOLT HOSE CLAMP				

C & R SUPPLY
3610 N CLIFF AVE
SIOUX FALLS, SD 57104
US
605-338-7210



QUOTATION

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Quantities					Item ID Item Description	Suggested Retail	Unit Price	C/D	Extended Price
Ordered	Allocated	Remaining	UOM	Unit Size					
3.0000	0.0000	3.0000	EA		003 KF150	7.80	6.2400	0	18.72
				1.0	EPDM/PVC HOSE W/BRAID; 1-1/2"				
1.0000	0.0000	1.0000	EA		017 V150	45.99	36.7900	0	36.79
				1.0	UNION BALL VALVE, 1 1/2" FPT POLYPRO				
1.0000	0.0000	1.0000	EA		045 3371019A	8.38	6.7000	0	6.70
				1.0	JET AGITATOR				
12.0000	0.0000	12.0000	EA		003 HC075	1.82	1.4600	0	17.52
				1.0	HOSE CLAMP - #12, 3/4"				
4.0000	0.0000	4.0000	EA		003 HC050	1.30	1.0400	0	4.16
				1.0	HOSE CLAMP - #6, 1/2"				
8.0000	0.0000	8.0000	EA		003 TB050	2.10	1.6800	0	13.44
				1.0	EPDM DOUBLE BRAID 1/2"				
20.0000	0.0000	20.0000	EA		003 SB075	2.00	1.6000	0	32.00
				1.0	EPDM SINGLE BRAID 3/4"				
1.0000	0.0000	1.0000	EA		150 A050050	0.56	0.4500	0	0.45
				1.0	1/2" MPT X 1/2" HB; POLY PRO				
2.0000	0.0000	2.0000	EA		150 A075075	0.74	0.5900	0	1.18
				1.0	3/4" MPT X 3/4" HB; POLY PRO				
1.0000	0.0000	1.0000	EA		168 FC050S	6.73	5.3800	0	5.38
				1.0	1/2" FPT COUPLER; SS				
2.0000	0.0000	2.0000	EA		168 FC075S	9.78	7.8200	0	15.64
				1.0	3/4" FPT COUPLER; SS				
2.0000	0.0000	2.0000	EA		084 WSB50	10.50	8.4000	0	16.80
				1.0	QUICK DISCONNECT 6 GA.				
25.0000	0.0000	25.0000	FT		084 LCP500	0.53	0.4200	0	10.50
				1.0	CORRUGATED LOOM, -.500				
8.0000	0.0000	8.0000	EA		084 W36072	2.67	2.1400	0	17.12
				1.0	6GA COPPER EYELETS 5/16" STUD				
50.0000	0.0000	50.0000	FT		084 WG8	1.93	1.5400	0	77.00
				1.0	8 GAUGE WIRE (COLOR)				
2.0000	0.0000	2.0000	EA		150 E075075	1.36	1.0900	0	2.18
				1.0	POLY. HOSE ELBOW; 3/4" X 3/4"				
1.0000	0.0000	1.0000	EA		111 SKE750	1,498.00	1,198.4000	0	1,198.40
				1.0	*SKID ASSY; 750 GAL. ELLIPTICAL				
1.0000	0.0000	1.0000	EA		083 42PE750W	1,992.80	1,594.2400	0	1,594.24
				1.0	*ELLIP TANK 42" X 750G (W) W/16"LID WHITE				
1.0000	0.0000	1.0000	EA		500 BB1205R	114.00	91.2000	0	91.20

QUOTATION

C & R SUPPLY
3610 N CLIFF AVE
SIOUX FALLS, SD 57104
US
605-338-7210



Order Number	
1364455	
Order Date	Page
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Quantities					Item ID Item Description	Suggested Retail	Unit Price	C/D	Extended Price
Ordered	Allocated	Remaining	UOM Unit Size	Disp.					
				1.0	* #120-5 ROADSIDE NOZZLE				
2.0000	0.0000	2.0000	EA		084 WPT2	3.18	2.5400	0	5.08
				1.0	WEATHER PAK TOWER; 2 FEMALE PINS				
			1 EA		084 W38043	EA			
Level:		1.0000		1.0	TOWER, 2 PIN ONLY				
Qty Per Assembly:		2.0000							
Total Qty:		2.0000							
			2 EA		084 W39000	EA			
Level:		2.0000		1.0	CABLE SEAL 16-18 GA GREEN				
Qty Per Assembly:		4.0000							
Total Qty:		4.0000							
			3 EA		084 W31035	EA			
Level:		2.0000		1.0	14-16 GA FEMALE PIN WEATHER PACK				
Qty Per Assembly:		4.0000							
Total Qty:		4.0000							
2.0000	0.0000	2.0000	EA		084 WPS2	2.44	1.9500	0	3.90
				1.0	WEATHER PAK; 2 MALE PIN				
			1 EA		084 W38042	EA			
Level:		1.0000		1.0	SHROUD, 2 PIN ONLY				
Qty Per Assembly:		2.0000							
Total Qty:		2.0000							
			2 EA		084 W39000	EA			
Level:		2.0000		1.0	CABLE SEAL 16-18 GA GREEN				
Qty Per Assembly:		4.0000							
Total Qty:		4.0000							
			3 EA		084 W31034	EA			
Level:		2.0000		1.0	14-16 GA MALE PIN WEATHER PACK				
Qty Per Assembly:		4.0000							
Total Qty:		4.0000							
1.0000	0.0000	1.0000	EA		102 200CAP	21.36	17.0900	0	17.09
				1.0	CAM LOCK; 2" FEMALE CAP, POLY				
2.0000	0.0000	2.0000	EA		102 TC231	9.75	7.8000	0	15.60
				1.0	2" T-BOLT CLAMP; 2.31"/2.62" DIA.				
4.0000	0.0000	4.0000	EA		003 KF200	10.00	8.0000	0	32.00
				1.0	EPDM/PVC HOSE W/BRAID; 2"				
1.0000	0.0000	1.0000	EA		150 E200200	4.26	3.4100	0	3.41
				1.0	POLY. HOSE ELBOW 2" X 2"				
1.0000	0.0000	1.0000	EA		111 10508	24.62	19.7000	0	19.70
				1.0	2" ACE BULKHEAD FITTING				
1.0000	0.0000	1.0000	EA		102 MLST150	88.09	70.4700	0	70.47
				1.0	FLANGED STRAINER; 1-1/2", 50 MESH				
1.0000	0.0000	1.0000	EA		102 VSF204FP	83.43	66.7400	0	66.74
				1.0	MALE CAM X FPT STUBBY FP				
1.0000	0.0000	1.0000	EA		102 HB200	4.56	3.6500	0	3.65
				1.0	2" MPT X 2" BARB				

QUOTATION

C & R SUPPLY
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SIOUX FALLS, SD 57104
US
605-338-7210



Order Number	
1364455	
Order Date	Page
8/4/2022 14:51:33	5 of 5

Quantities					Item ID	Suggested Retail	Unit Price	C/D	Extended Price
Ordered	Allocated	Remaining	UOM	Unit Size	Item Description				
2.0000	0.0000	2.0000	EA		102 M200150M	5.29	4.2300	0	8.46
				1.0	FLANGE ADAPTER: 2" X 1 1/2" MPT				
1.0000	0.0000	1.0000	EA		102 TEE075	4.93	3.9400	0	3.94
				1.0	POLY PIPE TEE: 3/4"				
1.0000	0.0000	1.0000	EA		017 454234N	41.48	33.1800	0	33.18
				1.0	1" 3-WAY VALVE: POLY/EPDM				
2.0000	0.0000	2.0000	EA		150 E100050	1.77	1.4200	0	2.84
				1.0	POLY. HOSE ELBOW:1" X 1/2"				
1.0000	0.0000	1.0000	EA		045 3381010	350.13	280.1000	0	280.10
				1.0	GUN, ADJUSTABLE-17"				

Total Lines: 65

Cash Discount Calculation:

of =

SUB-TOTAL: 13,073.59

TAX: 0.00

AMOUNT DUE: 13,073.59

U.S. Dollars

Total cash discount of \$0.00 if paid within terms.

LINN COUNTY



PROCLAMATION

Recovery Month-September 2022

WHEREAS, Mental health and substance use disorders affect all communities nationwide, with commitment and support, those impacted can embark on a journey of improved health and overall wellness; and

WHEREAS, the focus of Recovery Month each September is to celebrate all people that make the journey of recovery possible by embracing the tagline, "Recovery is For Everyone: Every Person, Every Family, Every Community." Recovery Month spreads the message that people can and do recover every day; and

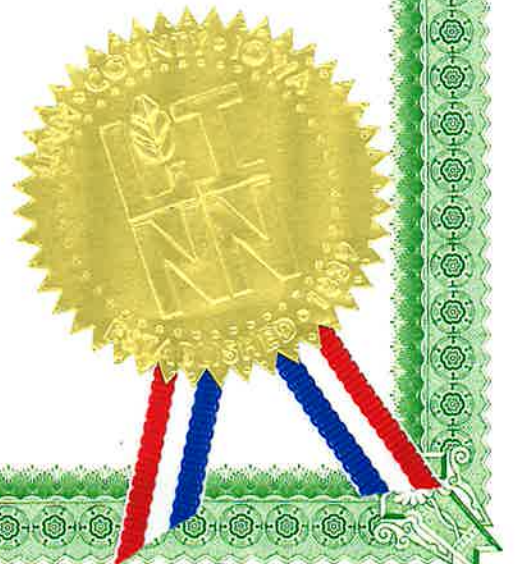
WHEREAS, the impact of mental health and substance use disorders is apparent in our local community. Through Recovery Month, people become more aware and able to recognize the signs of mental health and substance use disorders and encourages people in need of recovery services to seek help. Managing the effects of these conditions helps individuals achieve healthy lifestyles, both physically and emotionally; and

WHEREAS, The Recovery Month observance continues to work to improve the lives of those affected by mental health and substance use disorders by raising awareness and educating communities about the effective services that are available. For the above reasons, we are asking the citizens of Linn County to join me in celebrating this September as Recovery Month.

NOW, THEREFORE, BE IT PROCLAIMED that the Linn County Board of Supervisors, does hereby proclaim the month of September as **Recovery Month** in Linn County and call upon our community to observe this month with compelling conversations that lead out community towards a better understanding about what it means to have a community embrace recovery.

Linn County Board of Supervisors

Chairperson



Linn County RoadAI

Surveying Using Computer Vision With AI Enabled Learning

Revision History

Version	Status	Date/Name	Description of Change	Approver
1.0	Obsolete	17/06/2022 / Brown Ben	Original	BTB
2.0	Obsolete	24/08/2022 / Nicole Bubnoski	Change to Y1 costs	NIBUB
3.0	Approved	29/08/2022 / Nicole Bubnoski	Eliminate county logo	NIBUB

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2 The Strategic Case	3
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8 General Conditions of Subscription Services	10

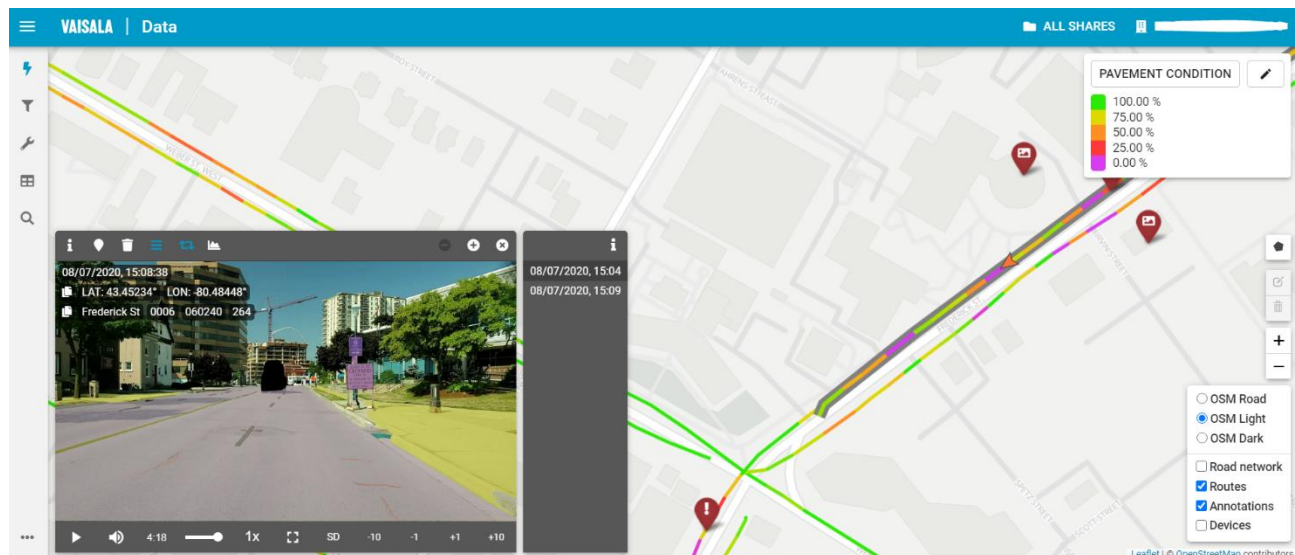
Linn County – RoadAI

This document sets out Vaisala’s proposal for the implementation of RoadAI technology to deliver efficiency gains, cost savings and service improvements to the surveying, inspection, auditing and ongoing asset management practices at Linn County.

1 Overview

The technology uses a smart phone to collect video data which is then processed using Computer Vision; this process automatically analyses the video data and the Vaisala RoadAI applies ASTM PCI methodology to categorize and report pavement defects, so that it can be integrated with existing asset management systems. Video data can be collected at normal driving speeds, and because the analysis process is fully automated, results are available within a few hours of upload, enabling data to be collected and results produced across the **whole road network multiple times** per annum, with **lower investment and resource** than current processes demand.

Figure 1 – Pavement Condition Heatmap



Road Condition data generated by RoadAI can replace the condition surveys currently carried out in Linn, and because of the frequency and repeatability of the data collection, identify any lengths of highway that are deteriorating rapidly in a more timely fashion, enabling the programming of maintenance works more efficiently.

2 The Strategic Case

2.1 Safety Inspections

RoadAI provides a range of tools that are designed to support reactive maintenance and safety inspection teams, taking a significant amount of network investigations and inspections off the network and into a desktop environment, reducing the number of ad hoc site visits, and bringing environmental and safety benefits, while providing greater oversight and efficiency to the process of network management.

Once the data is loaded onto the system, computer vision analysis is used to derive much more value that can be leveraged by other functions...

2.2 Road Condition Surveys

Road condition data is generated automatically, without allocating resource specifically to condition surveys, and reported at a much higher frequency, to enable the planning of maintenance works to

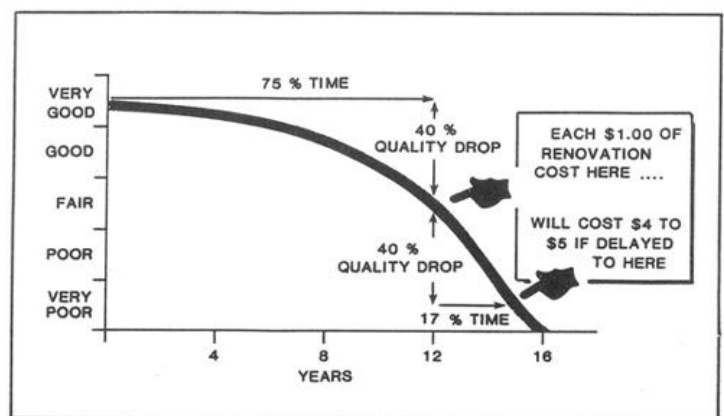
be focused on areas where lower cost treatments can be deployed, to prevent the development of more serious defects, and ultimately extend the life of the asset. RoadAI enables road condition data to be generated using non-specialist tools and personnel, while still providing data that is consistent, accurate, and auditable. Using RoadAI in this way enables:

- Early intervention with lower cost treatments based on asset condition to deliver >5% increase to the life of the asset
- Data driven forward programme planning – consistent, objective road condition data
- On demand reports – network deterioration modelling

2.2.1 Investment Model



<https://www.fhwa.dot.gov/publications/research/infrastructure/pavements/13038/011.cfm>



2.3 Traffic Signs and Lines

Video data that has been collected by inspection teams can be further analyzed to generate traffic sign inventory, and road marking condition data, to enable data driven risk based management of these assets, and driving improvements in service delivery at a fraction of the previous cost.

3 Service Description

The RoadAI service has been configured in consultation with the Linn project team, and is based on a combination of the following core elements:

- Organizational Base License
- Data Collection Licenses
- Application Layers
- Data Storage

3.1 Organizational Base License

The Organization Base License (OBL) covers provision of the core service including:

- Anonymization of data.
- Map based user interface (UI).
- Geospatial video.
- Annotation tools.
- Unlimited client logins and access to UI.

The cost of the organizational base license is based on the size of the organization ¹, and the duration of the contract.

- Proposed Length of Road Section for inclusion in the project - 360 Miles.
- Contract duration - 12 months
- Contract period – 9/1/2022 to 8/31/2023

3.2 Data Collection Licenses

Based on anticipated use profile and in consultation with the Linn County project team, we have configured this proposal to include 1 Basic data collection licenses.

3.3 Application Layers

RoadAI can be configured to enable different application layers to suit the objectives of Linn County. Application layers can be activated or deactivated each year, and the contract value adjusted to reflect the application layers in use. The application layers currently available are:

3.3.1 Road Condition

Data is analyzed following a process based on ASTM PCI, and reported in 10, 20 or 100m sections tied to the sectional reference data² for Linn County's road network.

Defects can be viewed as discreet heatmap layers on the map based UI, or as a combined overall condition heatmap. Road marking condition data is available to export in Excel, Shapefile, GeoJSON format in 10m or 100m sections.

3.3.2 Road Markings

Data is analyzed using computer vision process to identify road marking condition based on visible deterioration. Road marking condition data is available to export in Excel, Shapefile, GeoJSON format in 10m or 100m sections.

3.3.3 Road Signs

Road signs are automatically detected, classified and created as point objects on the UI map layer. Signs can be extracted in Excel reports with location and condition data, and URL linking back to UI to view images and video of sign location³.

This pilot project aims to enable Linn County to integrate and evaluate the potential for the ongoing deployment of RoadAI, and in respect of that we are able to include the above applications at no cost in year one.

¹ Defined by total network length, for Linn this is taken as 360 Miles.

² Network reference data to be provided by Linn County as shapefile.

³ Segmentation model to automatically identify and create inventory of US and Canadian traffic signs will be added during the course of the pilot project. No charge will be made for this application.

4 Financial Case

Set out below are the annual costs for delivering the service over the next 36 months. This project qualifies as a pilot project, and as such Vaisala are able to offer an introductory rate, calculated by removing the data processing costs for the computer vision analysis elements of the service. These features will be enabled in this pilot project but Vaisala will not pass on the costs in year 1⁴.

4.1 Costs

ROADAI – PILOT PROJECT DISCOUNTED COST \$13,419.00

SET UP COSTS \$1,704.00

Phone accessory kit	2
INFOSVCTRAININGCVUK / Information Service Training- Computer Vision US	1

RoadAI Service Cost \$11,715.00

Computer Vision Base License	1
Data processing and storage - Basic Use Profile	1

COMPUTER VISION ANALYSIS	(1=Y,0=N)	
Road and rail sign data management	1	Included at no cost
Road Markings Condition Analysis	1	Included at no cost
Road Condition Survey - Road pavement condition analysis, crack & pothole detection	1	Included at no cost

All pricing is shown in US Dollars exclusive of tax which will be applicable at the prevailing rate at the time of invoicing.

4.2 Payment Schedule

Year 1 - 100% of annual cost to be invoiced on completion of mobilization (set up and training), 4 weeks from receipt of order.

4.3 Business Case

Using RoadAI to carry out Engineering and Safety Inspections and develop more efficient processes to record risks on the road network and target more timely resolution, reducing the cost and resource burden on the authority and enabling inspectors to reduce the number of unnecessary site visits, and manage risk more effectively, with potential **savings of \$15,120.00 per annum**⁵ from reduced site visits.

Reduce the cost of road condition surveys: using RoadAI instead of CVI will generate road condition data across the whole network, but cost **\$3,606.00 per annum less than it would to collect CVI data across** Linn County's network⁶.

Processing the data captured by Engineering and Safety Inspection teams using RoadAI computer vision to produce network wide condition survey data that is continuously updated, enabling identification of defects earlier in the deterioration cycle, and early intervention asset management to target lower cost treatments at minor defects, extending the life of the carriageway, and enabling

⁴ Cost of the service in year 2 and beyond is dependent on what analysis layers Linn County choose to activate, e.g. with base licence (includes safety inspection tools), and road condition analysis activated in year 2, cost to Linn would be \$46.31 per Miles, compared with cost of \$45.04 per Miles in this pilot project.

⁵ Value of saving calculated based on advice from user group: 4 hours per visit @ \$40/hr x 2 visits per month x number of inspectors.

treatment of more network for the same investment (or the same length of network for less investment), equivalent to a **saving of \$63,000.00 per annum** to Linn County⁷.

Processing the data captured by Engineering and Safety Inspection teams using RoadAI computer vision to generate road markings condition data, enabling network wide monitoring of road marking condition.

Provide situational awareness across Linn County network, enabling fast and efficient defense of claims.

5 Project Management

A series of project review meetings will be put in place for the purpose of reviewing progress against project objectives. It is critical that Strategic Managers and Operational Teams responsible for managing and delivering the project on behalf of Linn County attend these meetings.

A project manager will be assigned to the project on day 1, project management meetings will be booked with the agreed project team at Linn County, and at the first project meeting the project goals will be outlined, and in consultation with the Linn County team, goals will be prioritized and built into the project plan that will be used as a working document to manage the project.

6 Agreement

Signed on behalf of Vaisala Inc.

Signed on behalf of Linn County

Signature

Signature

Name

Name

Position

Position

Date

Date

⁷ Calculated on the basis that implementation of early intervention asset management delivers efficiency gain of 5% to carriageway maintenance budget.

7 Appendix

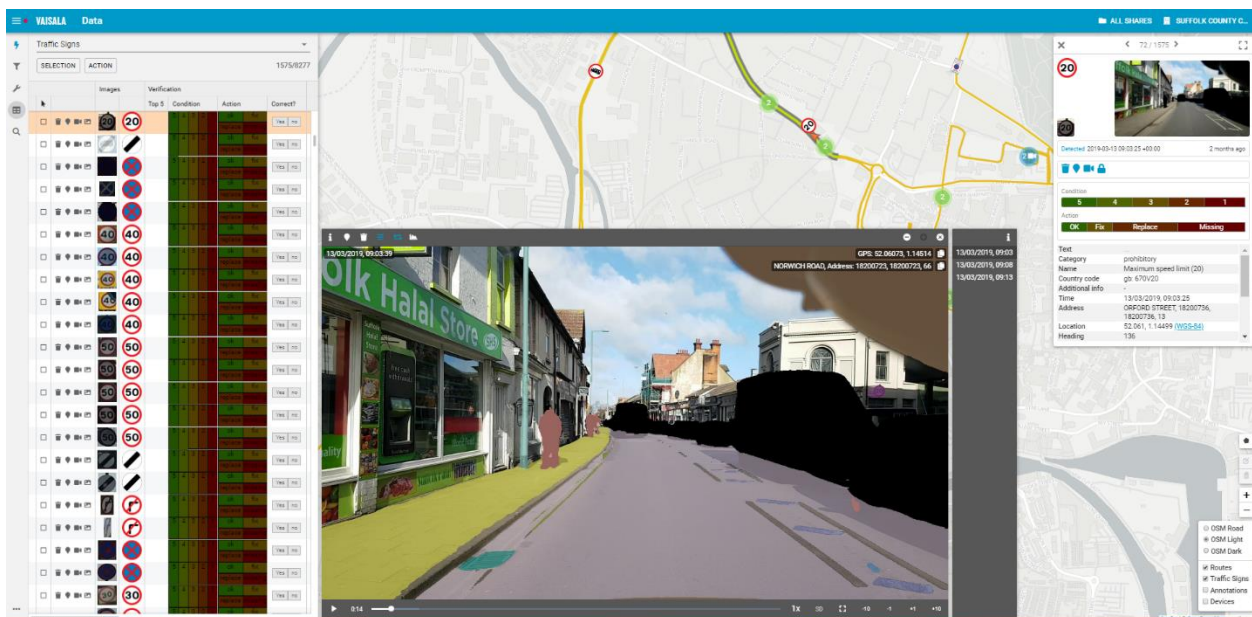
7.1 Data Collection Via Smartphone

Figure 2 - Smartphone is mounted outside the swept path of the wipers.



7.2 Sign mapping

Figure 2 - User Interface with access to video archive and computer vision detections



Various filtering tools are available within the UI to enable isolation of data by date and time.

Traffic signs can be filtered using label groups, categories, detection type (options: all detections, new detections, new or miss detections), misses in a row, detections from video and detection confidence.

7.3 Road defect mapping

Figure 3 - Segmentation model illustrating feature classification

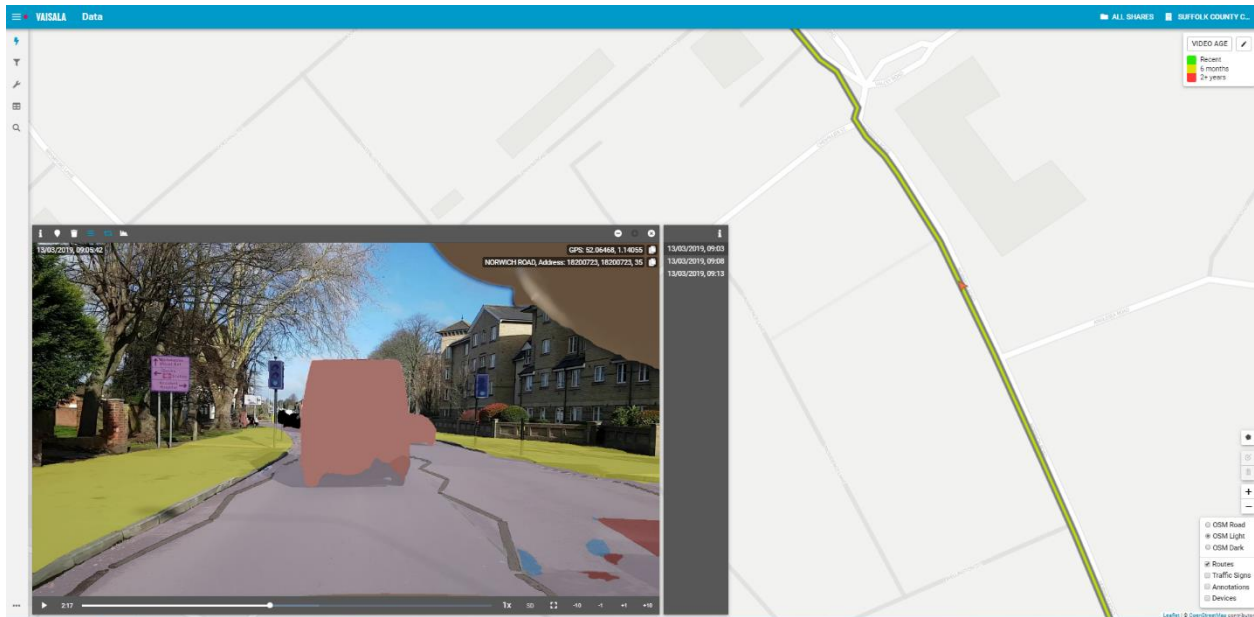
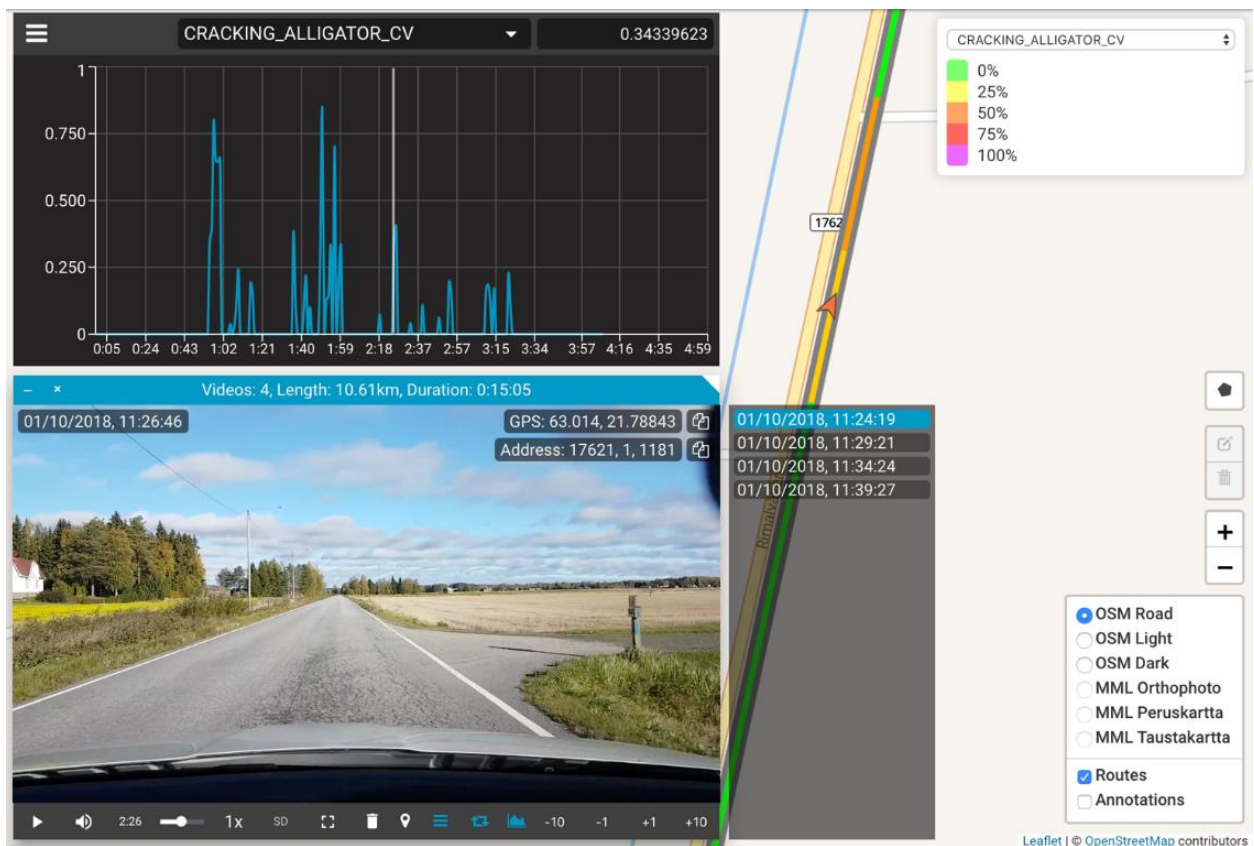


Figure 2 – Analyzed Heatmap (Road pavement defects / road markings)



8 General Conditions of Subscription Services

Observations for a Better World

Vaisala enables enhanced safety, efficiency and decision making through its measurement products and related services.

Our way of operating is driven by customer focus, innovation, integrity and collaboration. They guide us in our everyday activities, both within Vaisala and with our partners and customers.



These **General Conditions of Subscription Services of Vaisala Group** (“Conditions”) govern and explain the terms under which a Vaisala Group Company, as identified in a quotation, acknowledgement of order or invoice (hereinafter “Vaisala”, “we”, “us” or “our”), agrees to the provision of subscription services (“Subscription Services”) to Vaisala’s customer (“Customer”, “you” or “your”). By submitting a purchase order (including orders and click-throughs in Vaisala Online Store and other platforms referencing these Conditions), request for offer or any other document to acquire Subscription Services, acting on any Vaisala document referencing these Conditions, or using or accessing any of the Subscription Services, you acknowledge: (a) your complete acceptance of these Conditions; and (b) that any terms accompanying your document(s) have no effect and shall not apply. If you are an individual acting on behalf of a legal entity, you represent and warrant that you are authorized to act on behalf of such entity, in which case “you” will refer to such legal entity.

Our transaction with you shall solely be governed by these Conditions and related Vaisala documentation for the given transaction, which hereby together constitute the full contract (“Contract”) between us and you. In the event of conflict between the Service Description(s) (as defined hereinafter) and these Conditions, the Service Description(s) shall prevail.

The Contract may be superseded or amended only by a separate written agreement agreed upon and executed by the parties (“Agreement”).

Common Conditions

8.1 Prices and Payment; Invoicing; Taxes

- 8.1.1** Subscription Services, fees and other relevant information are set out in our quotation, acknowledgement of order and/or related Vaisala documentation. Subscription Services, together with associated terms and conditions, may be further detailed in the documentation specific to a given Subscription Service ("Service Description") attached to or referenced in our quotation or acknowledgement of order, or otherwise made available to you.
- 8.1.2** We will invoice you for the recurring fees of the Subscription Services annually in advance. Additional fees for metered usage components, optional features, add-ons and extra charges will be invoiced upon their occurrence. We have the right to increase the fees by notifying you in writing at least sixty (60) calendar days prior to the last day of the then-current Subscription Period (as defined in Section 14 below).
- 8.1.3** Except for refunds under Section 8.3 and Section 26, all fees are non-refundable.
- 8.1.4** Once we have established any credit limitations, our pricing is based on net 30 days payment terms from the date of invoice. We may agree to apply different payment terms, for which additional charges may apply. All payments must be made directly by you.
- 8.1.5** We do not include any taxes, duties or additional charges of any kind in our fees, and will add all such separately chargeable items to your invoice amount as applicable. Each party complies with applicable tax regulations and pays all applicable taxes directly to the appropriate authorities.
- 8.1.6** Any amount outstanding after the due date shall accrue interest at the rate of twelve percent (12%) per annum or the highest amount allowable by law, whichever is lower, from the date your invoice becomes due. Upon the first day of delay, we reserve the right to suspend provision of Subscription Services until any unpaid amount, including interest, has been paid in full.

8.2 Data Definitions; Licenses

- 8.2.1** For the purposes of the Contract, the following definitions apply:
- "Product Data" means data pertaining to the performance, condition, and maintenance of Vaisala-provided products ("Products") that you may acquire from us (and consequently have the ownership of such Products) in a transaction separate from the provision of Subscription Services. For avoidance of doubt, any data pertaining to any equipment owned by us is not Product Data, and we retain all rights to such data.
- "Measurement Data" means data measured or generated by any equipment owned by you (or third parties) and made available to us in relation to Subscription Services, as well as related metadata (such as location and timing of the measurement). For avoidance of doubt, any data pertaining to any equipment owned by us is not Measurement Data, and we retain all rights to such data.
- "Generalized Data" means data based on further processing of Measurement Data or Product Data, or combination thereof with other data or materials, which data (i) doesn't include information on your identity, and (ii) doesn't include data items of Measurement Data as such but only in aggregated form or combined with other data items (excluding metadata contained in the Measurement Data which may be included as such).
- 8.2.2** Subject to the payment of fees and conditioned on your (and the authorized end-users') compliance with the Contract, you are hereby granted a limited, non-exclusive, non-transferable, non-sublicensable license to use Subscription Services and information, data, forecasts or similar item provided or generated by Subscription Services for your internal business purposes during the Subscription Period. Service Description(s) may provide you with broader or additional licenses.
- 8.2.3** You may not, directly or indirectly, and shall not permit any authorized end-users to: (i) copy, modify, or create derivative works of Subscription Services, information, data, forecasts, or similar items provided or generated by Subscription Services; (ii) rent, lease, lend, sell, license, sublicense, assign, distribute, publish, transfer, or otherwise make available Subscription Services and information, data, forecast or similar item provided or generated by Subscription Services to third parties; (iii) reverse engineer, disassemble, decompile, decode, adapt, or otherwise attempt to derive or gain access to any software component of Subscription Services; (iv) remove any proprietary notices from Subscription Services or associated documentation; or (v) use Subscription Services 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. Service Description(s) may provide you with a limited, non-exclusive, non-transferable, non-sublicensable license allowing some of the excluded items in (i) and (ii).

- 8.2.4** When and to the extent we have access to Measurement Data or Product Data in relation to or in connection with the provision of Subscription Services, you hereby grant the following licenses:
1. We shall have the right to process Product Data for the purposes of provision of Subscription Services to you and for our quality control, research and development purposes.
 2. We shall have the right to process Measurement Data for the purposes of providing Subscription Services to you (including support and maintenance).
 3. We shall have the right to create sets of Generalized Data based on Measurement Data and/or Product Data. Such sets of Generalized Data shall be regarded as separate and independent data sets, and your rights, title or interest in Measurement Data and Product Data shall not encompass such Generalized Data.
- 8.2.5** We shall have the right to use Measurement Data and/or Product Data for the purposes of quality control, research, and development (including without limitation right to develop our machine learning systems) and provision of value-added services to third parties, provided always that the information or data disclosed to third parties is Generalized Data and that Measurement Data or Product Data as such is not disclosed to third parties.
- 8.2.6** Except as explicitly provided in this Section 2, each party retains its respective rights.

8.3 Responsibility for Use of Subscription Services; Customer Responsibilities

- 8.3.1** The use and application of any information, data, forecast, or similar item provided or generated by the Subscription Services shall be your sole responsibility and/or the authorized end-users of those Subscription Services. You and/or the authorized end-users shall assume all liabilities and obligations with respect to any use or application, including integration with your own products and services (when allowed), of such information, data, forecast or similar item.
- 8.3.2** You will cause the authorized end-users to comply with the Contract and shall be responsible for their actions and omissions. If you suspect any violation by any of the authorized end-users, you will notify us without delay and shall terminate their access to Subscription Services in addition with any other appropriate mitigation measures.
- 8.3.3** You are solely responsible for the security and use of your and the authorized end-users' login and access credentials. If you suspect that an unauthorized person has gained access to Subscription Services, you will notify us without delay in addition with any other appropriate mitigation measures.
- 8.3.4** Except for the items provided by us as part the Subscription Services, you are responsible for acquiring, installing, configuring, and maintaining all hardware and software necessary for your access to and use of Subscription Services. You are solely responsible for arranging, maintaining, and paying for appropriate communication network connections to enable your access to and use of Subscription Services.

8.4 Limitation of Liability

- 8.4.1** Subscription Services are priced in accordance with proper limitations of liability. Any variation from the following limitations may result in a fee increase or other changes. Please carefully read the following limitation of liability provisions.
- 8.4.2** Except in the case of gross negligence, willful misconduct, or fraud, our maximum liability to you, and your maximum liability to us, shall not exceed the fees of Subscription Service(s) paid during a period of twelve (12) months prior to the event causing any such liability. Neither party will be liable to the other for any indirect losses, such as loss of profit or goodwill, or costs of cover purchase, even if such loss was reasonably foreseeable.
- 8.4.3** Nothing in this Section 4 is intended to affect either party's rights which cannot be limited or excluded based on the applicable law.

8.5 General Indemnity

- 8.5.1** Within the limits provided for in Section 4, each party shall hold harmless, defend, and indemnify the other party and its respective directors, officers, members, managers, employees, consultants, contractors, and agents from and against any and all third party claims, demands, suits, actions, or proceedings (and resulting costs, expenses and liabilities), which arise from personal injury, death, or tangible property loss attributed to, or caused by, either party's negligent performance under the Contract or by Subscription Services supplied by us.
- 8.5.2** The foregoing indemnity shall not apply to the extent that such injury, death, or tangible property loss is caused in whole or in part by the willful misconduct, gross negligence, or fraud of the party seeking to be indemnified.

8.6 Force Majeure

- 8.6.1** Despite our coordinated efforts and intentions to provide Subscription Services to you as planned, the parties realize that not all things go according to plan. This Section 6 provides relief to each party in Force Majeure events, as detailed below.
- 8.6.2** Neither party shall be liable for delay or other failure to duly fulfil its obligations (except for your payment obligations) due to a Force Majeure event. Force Majeure events are events beyond the commercially reasonable control of the affected party and may include events affecting suppliers and subcontractors.
- 8.6.3** The party affected by a Force Majeure event shall notify the other party in writing (with email being sufficient) as soon as reasonable. Each party shall be entitled to terminate the Contract by notice in writing if performance of the Contract is suspended under this Section 6 for more than six (6) months.

8.7 Acceptance; Warranty; Disclaimer

- 8.7.1** Subscription Services shall be deemed accepted by you upon us providing or you accessing Subscription Services (or part thereof) unless we receive a substantiated written claim within seven (7) days after provision or accession of Subscription Services (or part thereof).
- 8.7.2** We provide Subscription Services with the degree of skill and care reasonably expected from a skilled and experienced supplier of services substantially similar to the nature and complexity of Subscription Services, in material conformance with the Contract and associated documentation, including Service Description(s).
- 8.7.3** Following your substantiated written claim of Subscription Services (or part thereof) not being compliant with this Section 7, presented within the time period set forth in Section 7.1, we will reperform such non-compliant Subscription Services without undue delay. This is the sole remedy available to you for any non-compliance with this Section 7.
- 8.7.4** Warranty does not apply in the event that: (i) Subscription Services are not used in accordance with the Contract and associated documentation, including the Service Description(s); or (ii) any non-compliance is caused by you, authorized end-users, or by any product or service not provided by us; or (iii) any non-compliance is caused by an event out of our control. Further, you acknowledge that access to and use of Subscription Services are dependent on the availability and functionality of third-party communications networks, and that we are not responsible for unavailability, slow-downs, or any other issue you may experience in accessing or using Subscription Services resulting from such networks.
- 8.7.5** We do not make any representations or warranties, express or implied, statutory or otherwise, regarding the merchantability, suitability, originality, or fitness for a particular use or purpose, non-infringement or results to be derived from the use of or integration of Subscription Services with other services, or that the operation of Subscription Services will be secure, uninterrupted, or error free. Further, we do not make any representations or warranties, express or implied, statutory or otherwise, that any information, data, forecast or similar item will occur or has occurred as the reports, forecasts, graphics, data, or information included in or delivered to you by Subscription Services, state, represent or depict.
- 8.7.6** Further, you acknowledge that forecasting is an inexact science. All forecasts provided as part of or in connection with Subscription Services inherently contain errors, and thus they are provided “as is” without warranty of any kind, either expressed or implied.

8.8 Modifications

- 8.8.1** We constantly strive to develop and improve Subscription Services. We may modify Subscription Services and associated documentation, including Service Description(s), at any time. Modifications may include optional new features of Subscription Services, which you may use subject to the then-current Service Description(s) and additional fees (when applicable).
- 8.8.2** We will notify you of modifications by email, release notes, our website, making available an updated Service Description, via the Subscription Services user interface, or other appropriate means.
- 8.8.3** If you establish that a modification is not solely an enhancement, and it materially reduces Subscription Services, you may terminate the Contract in relation to Subscription Services so materially reduced, by providing written notice to us (with email being sufficient) within thirty (30) days after receipt of our notice given in accordance with Section 8.2. We will refund the fees applicable to the terminated Subscription Services for the remainder of their Subscription Period. For avoidance of doubt, these Conditions remain in full force and effect in relation to other Subscription Services provided under the Contract.

- 8.8.4** We may modify these Conditions at any time and will inform you of such modifications by making a new version of these Conditions available on our website. The modified version shall be applied from the start of the Subscription Period immediately following the modification date. By continuing to use Subscription Services, you agree to and accept all the modifications to these Conditions.

8.9 Suspension

- 8.9.1** Upon written notice to you (with email being sufficient), we may suspend provision of Subscription Services if we reasonably determine: (i) payment for our fees is not received by the date on which payment is due; (ii) you or your use (including use by the authorized end-users) of Subscription Services is in breach of the Contract; (iii) your use (including use by the authorized end-users) of Subscription Services poses a security risk to Subscription Services or other users; or (iv) suspension is required pursuant to our receipt of a subpoena or other request by a law enforcement agency.
- 8.9.2** You will remain responsible for all fees incurred before and during the suspension. You will not be entitled to any service credits (if applicable) or other compensation under the Contract that you might have otherwise accrued during the period of suspension.

8.10 Security; Maintenance

- 8.10.1** We employ reasonable security measures consistent with relevant industry practices and in accordance with our security procedures as amended from time to time.
- 8.10.2** In order to provide you with well-functioning Subscription Services, we perform both scheduled and unscheduled maintenance work. We inform you of scheduled maintenance windows through appropriate channels and may inform you of unscheduled maintenance activities in advance or after they take place.
- 8.10.3** You acknowledge that maintenance work may impact the functioning and availability of Subscription Services and agree that you shall have no recourse against us based on such impacts. In the calculation of service level agreement metrics (if any), impacts of any maintenance work shall be excused and excluded.

8.11 Attribution

- 8.11.1** To the extent you are allowed to make any information, data, forecast, or similar item provided or generated by Subscription Services available to third parties (other than your affiliates), you shall conspicuously display the appropriate Vaisala logo that indicates that the information, data, forecast and similar items are provided by us. If displaying the Vaisala logo is not possible due to technical reasons, the text “Vaisala” shall be displayed, referring to the source of information, data, forecast or similar item. We may provide you with detailed instructions on the use of the Vaisala logo. Further, you agree to include any third-party attributions when making any such third-party information, data, forecast or similar item available to third parties.
- 8.11.2** You may not use the Vaisala logo or text, or any third-party attribution, in any way that implies that your products or services are provided or endorsed by us or any such third party.

8.12 Analyses

- 8.12.1** We may create analyses utilizing information derived from your (and the authorized end-users') use of Subscription Services (“Analyses”). Analyses typically anonymize and aggregate information on such use, and in other respects they will comply with Vaisala’s Privacy Policy. Analyses may be combined with Product Data and Measurement Data.
- 8.12.2** We may use Analyses for: (i) development of Subscription Services’ features and functionality, performance, workflows and user interfaces and development of new products and services, (ii) improving our technical support, (iii) capacity and demand planning, (iv) training and developing machine learning algorithms, (v) verification of security measures and data integrity, and (vi) identification of trends and developments, creation of indices and benchmarking.

8.13 Subcontractors and Suppliers

- 8.13.1** In order to provide quality Subscription Services and to serve you in an efficient manner, we may use subcontractors and third-party suppliers in connection with the provision of Subscription Services.
- 8.13.2** We remain responsible for the activities of our subcontractors and suppliers.

8.14 Subscription Period; Auto-Renewals

- 8.14.1** The Contract shall become effective on: (i) us granting you access to Subscription Services, or you otherwise accessing or using Subscription Services; (ii) the date defined in our quotation or acknowledgement of order; (iii) the date defined in the applicable Service Description; or (iv) start of the Freemium or Trial (as defined in Section 16), whichever is the earliest ("Effective Date"). The Contract shall remain effective for a period of twelve (12) months from the Effective Date ("Subscription Period"). The Subscription Period will automatically renew for a period of corresponding length, unless terminated in accordance with Section 14.2 below. The Contract applies to all renewed Subscription Periods.
- 8.14.2** Each party may opt-out of auto-renewal of any Subscription Period by notifying the other party in writing (with email being sufficient) sixty (60) days prior to the last day of the then-current Subscription Term.

8.15 Additional Software; License

- 8.15.1** To the extent we separately grant you a license for software for installation on your infrastructure in connection with providing you Subscription Services, such license is governed by the General License Conditions of Vaisala Group, which are available here: <https://www.vaisala.com/en/vaisala-policies#terms-and-conditions>

8.16 Freemiums and Trials

8.16.1 Definitions; Applicability

- 8.16.1.1** Freemium services ("Freemium") mean the provision of Subscription Services free of charge, coupled with the option to acquire additional features of those Subscription Services for a charge.
- 8.16.1.2** A trial ("Trial") means the provision of Subscription Services free of charge for trial purposes for a limited period of time.
- 8.16.1.3** When Subscription Services consist of, or include, Freemiums or Trials, Sections 16-19, in addition to Common conditions and Governance conditions, apply to those Subscription Services or to the applicable part thereof.

8.16.2 License

- 8.16.2.1** You are hereby granted a limited, non-exclusive, non-transferable, non-sublicensable license to use the Freemiums and Trials for your internal business purposes. Commercial use of Freemiums and Trials is prohibited.
- 8.16.2.2** Freemiums are provided for a period defined in the associated documentation. A Subscription Period for optional, for-a-charge features of Freemiums shall be defined in the associated documentation.
- 8.16.2.3** You may try out the Trials for a period beginning on the date when we provide you with the access to Trials and ending at the end of the defined trial period.
- 8.16.2.4** We reserve the right at any time to terminate the Trials for convenience and without prior notice.

8.16.3 Invoicing

- 8.16.3.1** Freemiums and Trials are provided free of charge.
- 8.16.3.2** Recurring fees for the optional features of the Freemiums are invoiced annually in advance.

8.16.4 No Warranty

- 8.16.4.1** Freemium and Trials are provided with limited features and functionality, without any support and "as is"/"as available" without indemnification or warranty of any kind. Warranty in Section 7 and indemnification in Section 26 do not apply to Freemiums and Trials.
- 8.16.4.2** Notwithstanding the above, for-a-charge features of Freemiums carry the standard warranty set forth in Section 7 and Section 26 applies to such features.

8.16.5 Definition; Applicability

- 8.16.5.1** Implementation services ("Implementation Services") mean professional services related to the deployment of Subscription Services, including for example integration, parametrization, data transfers and conversions.

- 8.16.5.2 When the deployment of Subscription Services includes Implementation Services, Sections 20-24, in addition to Common conditions and Governance conditions, apply to such Implementation Services or to the applicable part thereof.

8.16.6 License

- 8.16.6.1 You are hereby granted a limited, non-exclusive, non-transferable, non-sublicensable license to use the results and deliverables of the Implementation Services for your internal business purposes only in connection with the relevant Subscription Services during the Subscription Period.

8.16.7 Customer Obligations

- 8.16.7.1 You agree to contribute to the provision of Implementation Services with respect to the factors that are under your control and/or as reasonably instructed by us.
- 8.16.7.2 You agree to make without delay the decisions necessary for the proper and timely provision of Implementation Services. Further, you shall assign all the resources, personnel and time required for the timely and efficient provision of Implementation Services as reasonably instructed by us.

8.16.8 Invoicing

- 8.16.8.1 We will invoice you for the fees upon completion of the Implementation Services.

8.16.9 Acceptance; Warranty

- 8.16.9.1 Implementation Services shall be deemed accepted by you upon the completion of Implementation Services (or part thereof), unless we receive a substantiated written claim within seven (7) days after the completion of Implementation Services (or part thereof), or upon you taking the results and/or deliverables of Implementation Services into use, whichever is earlier.
- 8.16.9.2 We provide Implementation Services with the degree of skill and care reasonably expected from a skilled and experienced supplier of services substantially similar to the nature and complexity of Implementation Services, in material conformance with the Contract and associated documentation, including Service Description(s).
- 8.16.9.3 Following your substantiated written claim of Implementation Services (or part thereof) not being compliant with this Section 24, presented within the time period set forth in Section 24.1, we will reperform such non-compliant Implementation Services without undue delay. This is the sole remedy available to you for any non-compliance with this Section 24.

8.17 Governance conditions

8.17.1 Confidentiality

- 8.17.1.1 We have specific and unique data, information, knowledge, and know-how regarding Subscription Services and their applications. All the data and information provided by us to you, inclusive of Service Descriptions, fees, drawings, technical data, technology, and materials, which is not publicly available, is proprietary and confidential to us ("Vaisala Information"). You agree to use Vaisala Information only for the purposes of the Contract. You will not disclose Vaisala Information to third parties (except to your affiliates) or copy, decompile, modify, reverse engineer, or create derivative works out of Vaisala Information.
- 8.17.1.2 You may choose to disclose certain non-public information ("Customer Information") to us. We agree to use Customer Information only for the purposes of the Contract and will not disclose Customer Information to third parties (except to our affiliates, representatives and channel partners).
- 8.17.1.3 Unless the parties have a valid non-disclosure or confidentiality agreement in place, the obligations of this Section 25 shall survive for a period of three (3) years from the initial disclosure.

8.17.2 Intellectual Property Rights and Indemnification

- 8.17.2.1 We, other Vaisala Group Companies, and our suppliers and licensors own all intellectual property rights in and related to Subscription Services, including software code, graphic design, layout and user interfaces, Service Descriptions, associated documents, related know-how, knowledge and processes, and any derivative works of them. All rights not expressly granted to you in the Contract are reserved by us, other Vaisala Group Companies, and our suppliers and licensors.
- 8.17.2.2 Licenses to Product Data and Measurement Data are set forth in Section 8.2.4

- 8.17.2.3 Subscription Services may utilize open source or other third-party software which are subject to their respective license terms, which are deemed to be incorporated into, and in case of conflict, supersede, these Conditions. We are not responsible for the availability or fulfilment of any such software.
- 8.17.2.4 Subscription Services may include links to or integrations with online and other services made available by third parties (other than Vaisala Group Companies) that are accessed through Subscription Services, and they are subject to terms and conditions of those third parties' services. You are deemed to have accepted such terms and conditions by using those third-party services.
- 8.17.2.5 We act diligently to avoid third party intellectual property rights violations. If it is asserted that any Subscription Services or part thereof violates any third-party intellectual property right, we reserve the right to modify Subscription Services to remove such violations, or, if not commercially reasonable, refund prepaid fees for, and immediately terminate provision of, Subscription Services or parts thereof so affected.
- 8.17.2.6 In the event remedy under Section 26.5 is not available, we shall hold harmless, defend and indemnify you, and each of your directors, officers, members, managers and employees (collectively, the "Customer Indemnified Parties") from and against any and all damages, losses, liabilities, costs and expenses suffered or incurred by any of Customer Indemnified Parties in any action, suit, litigation, arbitration or dispute brought by a third party arising or resulting from any claim that Subscription Services provided to you infringe any copyright, patent, or trademark, constitute a misappropriation of any trade secret, or violate any other intellectual property or proprietary right of any third party.
- 8.17.2.7 Customer Indemnified Parties shall without delay notify us in writing about any such action, suit, litigation, arbitration or dispute, and they shall not settle or make any admissions in respect of the same. We shall be given the option, at our expense, to control the action, suit, litigation, arbitration or dispute, and you shall give all necessary information, authorization and assistance to defend the same.
- 8.17.2.8 The provisions of this Section 26 are your sole remedy and our sole liability for any intellectual property infringements.
- 8.17.2.9 You shall hold harmless, defend and indemnify us, and each of our directors, officers, members, managers and employees and our suppliers ("Vaisala Indemnified Parties") from and against any and all damages, losses, liabilities, costs and expenses suffered or incurred by any of Vaisala Indemnified Parties in any action, suit, litigation, arbitration or dispute brought by a third party arising or resulting from any claim that your use of Subscription Services, in a manner which is not compliant with the Contract, infringe any copyright, patent, or trademark, constitute a misappropriation of any trade secret, or violate any other intellectual property or proprietary right of any third party.

8.17.3 Export Control; Licenses and Authorizations

- 8.17.3.1 Each party acknowledges that Subscription Services and any information, data, forecast or similar item provided or generated by the Subscription Services may be subject to export control regulations as set forth by (i) the U.S. Department of Commerce Export Administration Regulations (EAR), U.S. Department of State International Traffic in Arms Regulations (ITAR) or other requirements of the U.S. Government; (ii) European Commission regulations; (iii) United Nations Security Council resolutions; and (iv) applicable local regulations (together the "Export Control Regulations") regulating the export and re-export of Subscription Services and any information, data, forecast or similar item provided or generated by Subscription Services.
- 8.17.3.2 You represent that you, your affiliates and the authorized end-users of Subscription Services are not named on any Export Control Regulations list of restricted parties.
- 8.17.3.3 Each party hereby agrees not knowingly export or re-export Subscription Services (and any information, data, forecast or similar item provided or generated by Subscription Services), directly or indirectly, to any country or a foreign national of a country in violation of the Export Control Regulations.
- 8.17.3.4 You shall have full responsibility for obtaining any export and import licenses and other authorizations required to export, import and use Subscription Services. We shall not be obliged to commence performance of the Contract until all necessary licenses and authorizations have been obtained.
- 8.17.3.5 You acknowledge that violation of this Section 27 may lead to termination of the Contract, refusal to enter into any future transaction with you, and indemnity under Section 5 (General Indemnity).

8.17.4 Termination

- 8.17.4.1 In the event that either party files for bankruptcy, makes arrangements with creditors due to financial difficulties, goes into voluntary or compulsory liquidation other than for the purpose of reconstruction, or has a receiver appointed, the other party may, without prejudice to any other rights or remedies, terminate the Contract with immediate effect by written notice (with email being sufficient).

- 8.17.4.2 In the event that either party materially breaches the Contract and fails to cure the breach within thirty (30) days after being notified, the non-breaching party may terminate the Contract with immediate effect.
- 8.17.4.3 In any event of termination, we shall be entitled to payment for Subscription Services already provided.
- 8.17.4.4 Upon expiry or termination, you shall (i) discontinue use of the Subscription Services and related information, data and other items; (ii) delete all copies of the Subscription Services components from your infrastructure; (iii) return or delete all Vaisala Information.

8.17.5 No Assignment

- 8.17.5.1 Neither party shall be permitted to assign or transfer the Contract to another company (unless by us to a Vaisala Group Company), in whole or in part, or any rights or obligations hereunder, except with the written authorization of the other party. Such authorization shall not be unreasonably withheld. Any attempted assignment in violation of this Section 29 shall be null and void.
- 8.17.5.2 Nothing in this Section 29 shall limit our right to use subcontractors and third-party suppliers.

8.17.6 Non-Waiver

- 8.17.6.1 Failure to enforce any right under the Contract will not be deemed a waiver of future enforcement of that or any other right.

8.17.7 Data Privacy

- 8.17.7.1 We value the privacy of the representatives of our customers and agree to use their personal data only for the purposes of the Contract and for marketing activities related to our Subscription Services, including marketing by our channel partners and representatives. More information can be found in our Privacy Policy located at <https://www.vaisala.com/en/vaisala-policies#privacy-policy>.

8.17.8 Reference Rights

- 8.17.8.1 We may refer to you as our customer in sales presentations and sales activities with other customers. Upon written consent from you, we may refer to you as our customer in all types of communication and media.

8.17.9 Governing Law and Dispute Resolution

- 8.17.9.1 The Contract shall be governed by and constructed in accordance with the laws of the country (or state or province, as applicable) of the place of incorporation of the applicable Vaisala Group Company. It is expressly agreed that the application of United Nations Convention on Contracts for the International Sale of Goods (CISG) shall be excluded.
- 8.17.9.2 The parties shall first try to resolve any dispute relating to or arising from the Contract through good faith negotiations. If the parties are unable to resolve the dispute through negotiations, the dispute shall be submitted to, and settled by, binding arbitration in accordance with the Rules of Arbitration of the International Chamber of Commerce by one or more arbitrators appointed in accordance with the said Rules. The arbitration shall be held in the place of incorporation of the applicable Vaisala Group Company, and the language of the arbitration shall be English. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator.

Linn County
Homestead, Military and DAV Allowances and Disallowances
Summary for AY2022

	TY2024 AY2022	Document Name with Detail
City		
Homestead		
Allowances	1,949	2022 City of Cedar Rapids Homestead Allowances
Disallowances	71	
Military		
Allowances	141	2022 City of Cedar Rapids Military Allowances
Disallowances	14	
DAV		
Allowances	33	2022 City of Cedar Rapids DAV Recommendation
Disallowances	3	2022 City of Cedar Rapids DAV Recommendation
County		
Homestead		
Allowances	1,311	2022 LC approved Homestead & Military Apps w Addresses
Disallowances	8	2022 LC Disallow Data for Board
Military		
Allowances	150	2022 LC approved Homestead & Military Apps w Addresses
Disallowances	5	2022 LC Disallow Data for Board
DAV		
Allowances	29	2022 LC Approved for DAV with address
Disallowances	-	2022 LC Disallow Data for Board

2022 HOMESTEAD DISALLOWANCE					
OWNER	GPN	PHYSICAL ADDRESS	REASON FOR DISALLOWANCE RECOMMENDATION	HAS THE PROPERTY SOLD BY 7/1/22? IF NOT, A DISALLOWANCE LETTER IS NECESSARY.	PROPERTY OWNER NOTIFIED OF DISALLOWANCE RECOMMENDATION
BAIN DAVID A & ELIZABETH A	14174-52022-00000	1852 ELLIS BLVD NW	7/5/22 - PER LINN COUNTY ASSESSOR, SIGNED UP FOR HOMESTEAD IN LINN COUNTY.	7/7/22 - SAME OWNER	
BEER COLBY D	14314-76005-00000	2050 29TH AVE SW	7/5/22 - PER LINN COUNTY ASSESSOR, SIGNED UP FOR HOMESTEAD IN LINN COUNTY.	7/7/22 - SAME OWNER	
BRANDLEY SONIA L	14151-07009-00000	2502 E AVE NE	4/25/22 - OWNER SIGNED UP FOR HOMESTEAD AT 3628 CRESTWOOD DR. NW, CEDAR RAPIDS.	7/6/22 - SAME OWNER	
BROWER STEVEN J & REBECCA F	14172-52036-00000	1612 ZIKA AVE NW	2/22/22 - OWNER REQUESTED PER EMAIL THAT THE HOMESTEAD TAX CREDIT BE REMOVED.	7/6/22 - SAME OWNER	
BRUNER SCOTT D & AMY O	14224-03005-00000	2027 4TH AVE SE	6/30/22 - OWNER SIGNED UP FOR HOMESTEAD AT 1206 FOREST GLENN CT SE.	7/6/22 - SAME OWNER	
CERVONE DAVID J & NICOLE A	12254-77008-00000	5735 WEST MUSTANG RD NE	4/1/22 - OWNER SIGNED UP FOR HOMESTEAD CREDIT AT 5400 WEST MUSTANG RD NE, CEDAR RAPIDS	7/6/22 - SAME OWNER	
CHILDREN ON FIRST INC	14302-52005-00000	127 PATRICIA LN NW	4/14/22 - PROPERTY IS NOT IN OWNERS PERSONAL NAME AND THE LLC IS NOT A FAMILY FARM CORPORATION.	7/6/22 - SAME OWNER	
CLARK JESSICA	14153-77011-00000	1812 D AVE NE	12/31/21 - OWNER SIGNED UP FOR HOMESTEAD AT 300 19TH ST, NE, CEDAR RAPIDS	7/6/22 - SAME OWNER	
DINSDALE KODY W	14142-31006-00000	2615 A AVE NE	4/7/22 - EMAIL FROM JOHNSON COUNTY ASSESSOR CONFIRMING OWNER HAS HOMESTEAD & MILITARY IN JOHNSON COUNTY.	7/6/22 - SAME OWNER	
DVORAK DAVID M	14054-01006-00000	2440 TOWNE HOUSE DR NE	11/3/21 - OWNER CALLED TO LET US KNOW HE MOVED AND IS NO LONGER LIVING AT THIS PROPERTY. 12/20/21 - OWNER EMAILED WITH NEW MAILING ADDRESS AND HAS REQUESTED A LETTER FROM OUR OFFICE INDICATING THAT WE HAVE REMOVED HOMESTEAD FOR THE 2022 ASSESSMENT.	7/6/22 - SAME OWNER	12/21/21 - DISALLOWANCE RECOMMENDATION LETTER MAILED.
ELLINGSON DALE W	14343-51011-00000	2749 TERESA DR SW	3/28/22 - RECEIVED NOTIFICATION FOR TYLER MAILING ADDRESS CHANGE. 5/3/22 - RECEIVED LETTER SIGNED BY OWNER, STATING THAT OWNER DOES NOT LIVE IN THE HOME FOR AT LEAST 6 MONTHS EACH YEAR.	7/6/22 - SAME OWNER	
FASCHING SARA & GMEINER ANDREW M	14153-28010-00000	1024 MAPLEWOOD DR NE	5/2/22 - RECEIVED NOTIFICATION FOR TYLER MAILING ADDRESS CHANGE. 6/27/22 - OWNER RETURNED THE MAILING ADDRESS QUESTIONARE STATING THEY DO NOT LIVE IN IOWA AND NO LONGER LIVE AT THIS PROPERTY.	7/6/22 - SAME OWNER	
FRINK STEVEN L & BECKY S	14044-77007-00000	4432 SHERMAN ST NE	4/25/22 - RECEIVED NOTIFICATION FOR TYLER MAILING ADDRESS CHANGE. 5/2/22 - RECEIVED LETTER SIGNED BY OWNER, STATING THAT THE OWNER DOES NOT LIVE IN THE HOME FOR AT LEAST 6 MONTHS EACH YEAR.	7/6/22 - SAME OWNER	
FUESSLEY JOSHUA D & AMANDA M	14234-52010-00000	2900 SOUTTER AVE SE	6/2022 - LINN COUNTY ASSESSOR NOTIFIED US THAT OWNER SIGNED UP FOR HOMESTEAD THERE.	7/6/22 - SAME OWNER	
GANESAN AJAY K	11344-04009-00000	635 BRODERICK DR NE	2/14/22 - GANESAN SIGNED UP FOR HOMESTEAD IN JOHNSON COUNTY, PER JOHNSON COUNTY ASSESSOR'S OFFICE.	7/6/22 - SAME OWNER	
GARDNER CODY J	19032-26001-01024	2955 BOWLING ST SW, UNIT 131	5/3/22 - OWNER SIGNED UP FOR HOMESTEAD AT 2955 BOWLING ST, #132, CEDAR RAPIDS	7/6/22 - SAME OWNER	
GETTA JEREMY T	14224-02004-00000	1939 BEVER AVE SE	1/24/22 - OWNER SUBMITTED HOMESTEAD APPLICATION WITH NO SIGNATURES, 1/24/22 - EMAILED OWNER EXPLAINING THAT WE NEED THEM TO SIGN THE APPLICATION IN BOTH PLACES AND RESUBMIT BY 7/1/22. 4/13/22 - MAILED OWNER A NEW HOMESTEAD APPLICATION. 6/20/22 - CALLED OWNER	7/6/22 - SAME OWNER	
GUHL LARRY L & CHARLOTTE M	14264-76003-00000	3200 WOOD AVE	6/21/22 - OWNER SIGNED UP FOR HOMESTEAD AT 3204 WOOD AVE SE.	7/6/22 - SAME OWNER	
GUNDERSON MATTHEW D	14073-01016-00000	3315 EMERSON AVE NE	6/2022 - LINN COUNTY ASSESSOR NOTIFIED US THAT OWNER SIGNED UP FOR HOMESTEAD THERE.	7/6/22 - SAME OWNER	
HANSEN COREY M & KATIE L	14044-57006-00000	4217 OZARK ST NE	6/2022 - LINN COUNTY ASSESSOR NOTIFIED US THAT OWNER SIGNED UP FOR HOMESTEAD THERE.	7/6/22 - SAME OWNER	

HARTLEY DAVID E	14154-57005-00000	1900 2ND AVE SE	6/30/22 - OWNER SIGNED UP FOR HOMESTEAD AT 808 35TH ST.	7/6/22 - SAME OWNER	
HARTMAN JOE A & JEANNE C	14033-78008-00000	1041 REGENT ST NE	10/21/21 - OUR OFFICE MAILED A MAILING ADDRESS CHANGE QUESTIONARE. 12/21/21 - RECEIVED SIGNED LETTER THAT OUR OFFICE MAILED TO OWNER, OWNER DOES NOT LIVE IN THE HOME.	7/6/22 - SAME OWNER	
HAUSCHILD AUDREY ET AL	19094-52006-00000	5455 WYOMING DR SW	1/24/22 - RECEIVED NOTIFICATION FOR TYLER MAILING ADDRESS CHANGE. 2/14/22 - RECEIVED LETTER SIGNED BY OWNER'S POA STATING THAT OWNER IS NOT LIVING IN THE HOME FOR AT LEAST 6 MONTHS EACH YEAR.	7/6/22 - SAME OWNER	
HERMAN JAMES M & HERMAN LINDA M	14171-02004-01002	1598 MATTERHORN DR NE	7/22 - PER LINN COUNTY ASSESSOR, SIGNED UP FOR HOMESTEAD IN LINN COUNTY.	7/7/22 - SAME OWNER	
HILL DENNIS A	14201-55012-00000	1306 ELLIS BLVD NW	PARCEL IS FOR A GARAGE IN A MOBILE HOME PARK, DOES NOT OCCUPY. ALREADY HAS HOMESTEAD CREDIT AT 1424 A AVE NE.	7/6/22 - SAME OWNER	11/4/21 - DISALLOWANCE RECOMMENDATION LETTER MAILED.
HISEROTE CATHY L & DAVID C	13123-03040-00000	3518 FOREST VALLEY CT NE	1/19/22 - OWNER EMAILED WITH NEW MAILING ADDRESS AND HAS REQUESTED A LETTER FROM OUR OFFICE INDICATING THAT WE HAVE REMOVED HOMESTEAD FOR THE 2022 ASSESSMENT.	7/6/22 - SAME OWNER	1/19/22 - DISALLOWANCE RECOMMENDATION LETTER MAILED.
HOY JAMES D	14332-09004-00000	1612 L ST SW	6/16/22 - OWNER SIGNED UP FOR HOMESTEAD AT 1227 K ST SW.	7/6/22 - SAME OWNER	
HUFF TERESA L	14234-85001-00000	703 32 ND ST	6/16/2022 - LINN COUNTY ASSESSOR NOTIFIED US THAT OWNER SIGNED UP FOR HOMESTEAD THERE.	7/6/22 - SAME OWNER	
HUGGINS ROGER G & LOIS M	14233-28017-00000	405 22ND ST SE	3/22/22 - RECEIVED NOTIFICATION FOR TYLER MAILING ADDRESS CHANGE. 4/5/22 - RECEIVED MAILING BACK FROM OWNER STATING THEY DO NOT LIVE AT THIS ADDRESS. SEE DMS FOR THE RECEIVED LETTER. BL	7/6/22 - SAME OWNER	
JOHNSON MARK J & KAREN M REV TRUST	14082-51003-00000	3718 WHITE TAIL LN NE	2/18/22 - RECEIVED NOTIFICATION FOR TYLER MAILING ADDRESS CHANGE. 2/28/22 - RECEIVED LETTER SIGNED BY OWNER STATING THEY DO NOT LIVE IN THE HOME.	7/6/22 - SAME OWNER	
KENNEDY SAMANTHA L	14112-31026-00000	132 38TH ST NE	4/6/22 - OWNER SIGNED UP FOR HOMESTEAD AT 3357 NORTHRIDGE DR, AMANA, IA 52203, PER IOWA COUNTY ASSESSOR.	7/6/22 - SAME OWNER	
KIRKPATRICK RONALD L & CHERYL R	14092-52032-00000	3721 TERRACE HILL DR NE	5/2/22 - PER EMAIL FROM DAWN, OWNER SIGNED UP FOR HOMESTEAD AT 3315 BADGER DR, SW, CEDAR RAPIDS	7/6/22 - SAME OWNER	
KLOSTERMAN KURT A & KIMBERLY	14171-02002-01006	1730 PIKES PEAK CT NE	5/17/22 - OWNER SIGNED UP FOR HOMESTEAD AT 3210 WENIG RD NE, CEDAR RAPIDS.	7/6/22 - SAME OWNER	
KROMMINGA BENJAMIN C & LAUREN H	14033-79015-00000	1111 CLIFTON ST NE	7/6/22 - RECEIVED EMAIL FROM LINN COUNTY ASSESSOR LETTING US KNOW THAT OWNER SIGNED UP FOR HOMESTEAD THERE.	7/6/22 - SAME OWNER	
LALAN HARSHAD H	11273-82002-01012	1202 CRESCENT VIEW DR NE	1/10/22 - OWNER SIGNED UP FOR HOMESTEAD AT 4624 CHESTNUT RIDGE RD NE, CEDAR RAPIDS	7/6/22 - SAME OWNER	
LUCKASON MARYBELLE	14252-53001-00000	1301 HAROLD DR SE	1/5/22 - OWNER SIGNED UP FOR HOMESTEAD AT 3365 WILLOWRIDGE RD UNIT A, MARION.	7/6/22 - SAME OWNER	
MC ARTOR JACK R	14221-51007-00000	1816 GRANDE AVE SE	2/25/22 - PER SHELLEY, OWNERS SON (MITCH MC ARTOR) CALLED IN AND SAID HIS FATHER (JACK MC ARTOR) IS DECEASED.	7/6/22 - SAME OWNER	
MC MASTER JASON R	11344-02010-00000	634 BRODERICK DR NE	5/9/22 - OWNER SIGNED UP FOR HOMESTEAD AT 3479 RAVEN LN NE, CEDAR RAPIDS.	7/6/22 - SAME OWNER	
MC NABB CURT D & SARAH R FRANCK	14164-05004-00000	956 CENTER POINT RD NE	2/28/22 - OWNER SIGNED UP FOR HOMESTEAD AT 3213 BLUE RIDGE DR NE, CEDAR RAPIDS.	7/6/22 - SAME OWNER	
MORRISON DARRELL & KING RHONDA	14191-53003-00000	1510 26TH ST NW	6/15/22 - OWNER SIGNED UP FOR HOMESTAD AT 2418 JOHNSON AVE NW	7/6/22 - SAME OWNER	
MORRISSEY JOSEPH M & JO ANNE M REV TRUST	14303-80023-00000	2821 12TH AVE SW	4/14/22 - OUR OFFICE MAILED A MAILING ADDRESS CHANGE QUESTIONARE. 5/31/22 - RECEIVED SIGNED LETTER THAT OUR OFFICE MAILED TO OWNER STATING OWNER MOVED TO ARKANSAS.	7/6/22 - SAME OWNER	
MOWRER PATRICK J & CRYSTAL J	14153-78008-00000	1743 E AVE NE	4/14/22 - RETURNED ASSESSMENT NOTICE WITH NEW MAILING ADDRESS: 4442 QUAIL TRAIL DR, MARION. PER DAWN OWNER IS RECEIVING HOMESTEAD CREDIT AT THE MARION ADDRESS. 4/25/22 - RECEIVED MAILING BACK FROM OWNER STATING THEY DO NOT LIVE AT THIS ADDRESS. SEE DMS FOR THE RECEIVED LETTER. BL	7/6/22 - SAME OWNER	
MUNDT JENNIFER L	13243-55042-00000	607 BARTLET CT NW	6/22/22 - OWNER SIGNED UP FOR HOMESTEAD AT 6615 SCARLETT ROSE CIR SW.	7/6/22 - SAME OWNER	

OAKLEY MARY A & NICK G	14013-53012-01000	4405 MAUREEN CT SE	1/12/22- OWNER EMAILED WITH NEW MAILING ADDRESS AND HAS REQUESTED A LETTER FROM OUR OFFICE INDICATING THAT WE HAVE REMOVED HOMESTEAD FOR THE 2022 ASSESSMENT.	7/6/22 - SAME OWNER	1/13/22 - DISALLOWANCE RECOMMENDATION LETTER MAILED.
PAETZELL RYAN M	14153-56019-00000	1626 D AVE NE	6/2022 - LINN COUNTY ASSESSOR NOTIFIED US THAT OWNER SIGNED UP FOR HOMESTEAD THERE.	7/6/22 - SAME OWNER	
PENNINGTON JUSTIN	14103-03024-00000	1022 CENTER ST NE	8/26/20 - OWNER SIGNED NOTICE OF TRANSFER OR CHANGE IN USE	7/6/22 - SAME OWNER	
PETERSON JON E & KRISTINE M	11331-04007-00000	7205 BROOKDALE LN NE	4/13/22 - OWNER SUBMITTED TRANSFER OR CHANGE IN USE OF PROPERTY FORM AND INDICATED THEY MOVED TO 13664 YELMA ST, VENICE, FL, 34292	7/6/22 - SAME OWNER	
PEYTON DARRIN L	13253-77004-01063	4533 1ST AVE SW, SUITE #4	6/2022- OWNER SIGNED UP FOR HOMESTEAD AT 2510 K AVE NW.	7/6/22 - SAME OWNER	
PIETROPINTO CHRISTY J & ANDREW P	14283-78004-00000	944 L ST SW	6/6/22 - OWNER SIGNED UP FOR HOMESTEAD AT 150 HEATH ST NW, CEDAR RAPIDS.	7/6/22 - SAME OWNER	
PLEDGE CINQUE M & OTOOLE BAILEY A	14052-54006-00000	5216 PINE GROVE DR NE	12/29/21 - OWNER SIGNED UP FOR HOMESTEAD AT 6015 PURPLE DR NE, CEDAR RAPIDS.	7/6/22 - SAME OWNER	
ROBERTS WENDY N	14103-28029-00000	1234 CENTER ST NE	7/7/22 - PER LINN COUNTY ASSESSOR, SIGNED UP FOR HOMESTEAD IN LINN COUNTY.	7/7/22 - SAME OWNER	
SCHULTE DAVID C & LINDA L	14261-26004-00000	2829 MT VERNON RD SE	5/2/22 - RECEIVED NOTIFICATION FOR TYLER MAILING ADDRESS CHANGE. 6/27/22 - OWNER RETURNED THE MAILING ADDRESS QUESTIONARE STATING THEY DO NOT LIVE IN IOWA AND NO LONGER LIVE AT THIS PROPERTY.	7/6/22 - SAME OWNER	
SEELEY WILLIAM C & JODY L	14221-34010-00000	1732 BLAKE BLVD SE	6/30/22 - PER LNN COUNTY ASSESSOR, OWNER SIGNED UP FOR HOMESTEAD AND MILITARY THERE.	7/6/22 - SAME OWNER	
SERBOUSEK GREGORY M & SARAH E	19142-01029-01022	6393 MUIRFIELD DR SW	4/29/22 - OWNER SIGNED UP FOR HOMESTEAD AT 1724 SCARLET SAGE DR SW, CEDAR RAPIDS	7/6/22 - SAME OWNER	
SHIRK NANCY S	14133-51020-00000	3414 ELLWINN LN SE	1/12/22- OWNER EMAILED WITH NEW MAILING ADDRESS AND HAS REQUESTED A LETTER FROM OUR OFFICE INDICATING THAT WE HAVE REMOVED HOMESTEAD FOR THE 2022 ASSESSMENT.	7/6/22 - SAME OWNER	1/13/22 - DISALLOWANCE RECOMMENDATION LETTER MAILED.
SMOTHERS ALAN P	14084-77015-00000	3117 ALLEGHANY DR NE	7/22 - PER LINN COUNTY ASSESSOR, SIGNED UP FOR HOMESTEAD IN LINN COUNTY.	7/7/22 - SAME OWNER	
SOHL EMILY R	14103-82002-00000	1003 30TH ST NE	7/22 - PER LINN COUNTY ASSESSOR, SIGNED UP FOR HOMESTEAD IN LINN COUNTY.	7/7/22 - SAME OWNER	
SOOD SURINDER S & KASHMIR K	13122-01010-00000	6704 ASHWOOD CT NE	4/11/22 - SOOD SIGNED UP FOR HOMESTEAD AT 21 33RD AVE DR SW, CEDAR RAPIDS.	7/6/22 - SAME OWNER	
STEELE PETER T	14322-06006-00000	1257 18TH AVE SW	12/29/21 - OWNER SIGNED UP FOR HOMESTEAD AT 2454 DEBORAH DR SW, CEDAR RAPIDS, SEE DMS.	7/6/22 - SAME OWNER	
STEVENSON JENNIFER T	14044-01021-00000	1520 48TH ST NE	7/22 - LINN COUNTY ASSESSOR EMAILED A HOMESTEAD APPLICATION THEY RECEIVED ON 7/1/22. THE HOMESTEAD APPLICATION SUBMITTED BY THE OWNER WAS NOT COMPLETED AND NO SIGNATURE WAS PROVIDED. 7/5/22 - CALLED OWNER AND EMAILED HER THE APPLICATION.	7/6/22 - SAME OWNER	
STOVER GREGORY J & PEGGY E	14242-51028-00000	399 INDIANDALE RD SE	2/10/22 - OWNER SIGNED UP FOR HOMESTEAD AT 283 LAMPLITE LN SE, CEDAR RAPIDS.	7/6/22 - SAME OWNER	
SWALLEY DEAN J	14291-54010-00000	215 11TH ST NW	7/11/22 - PER SHELLEY, Owner has not been living there for months and has homestead. MAILING ADDRESS PER OWNER, 614 15TH AVE SW 52404	7/11/22 - SAME OWNER	
SYNOVEC ROGERLAN G & JANE L	13262-81017-00000	146 WESTVIEW DR NW	4/18/22 - RECEIVED NOTIFICATION FOR TYLER MAILING ADDRESS CHANGE. 5/3/22 - RECEIVED LETTER SIGNED BY OWNER, STATING THAT OWNER DOES NOT LIVE IN THE HOME FOR AT LEAST 6 MONTHS EACH YEAR.	7/6/22 - SAME OWNER	
THIEMANN DYLAN A & ERIN M	13242-30007-00000	1501 WOLF DR NW	7/22 - PER LINN COUNTY ASSESSOR, SIGNED UP FOR HOMESTEAD IN LINN COUNTY.	7/7/22 - SAME OWNER	
WADDILOVE GARLAND J	14322-01001-00000	1226 16TH AVE SW	4/28/22 - RECEIVED NOTIFICATION THAT THE PROPERTY TRANSFERRED INTO JUST GARLSNDS NAME AND THE MAILING AND PHYSICAL ADDRESS NO LONGER MATCH. 5/9/22 - RECEIVED LETTER SIGNED BY EXECUTOR, STATING THAT OWNER DOES NOT LIVE IN THE HOME FOR AT LEAST 6 MONTHS EACH YEAR. ESTATE IS IN PROBATE.	7/6/22 - SAME OWNER	
WAGNER NANCY K	20034-27008-01014	6917 WATERVIEW DR SW	5/17/22 - OWNER SIGNED UP FOR HOMESTEAD AT 4655 WESTCHESTER DR NE, CEDAR RAPIDS.	7/6/22 - SAME OWNER	

WENNDT MERRY	14082-26008-01000	3919 SUMMERFIELD LN NE	6/23/22 - OWNER SIGNED UP FOR HOMESTEAD AT 3214 MANSFIELD AVE SE.	7/6/22 - SAME OWNER	
WEUVE JOSHUA	11273-03007-00000	1023 ASHFORD DR NE	3/12/22 - OWNER SUBMITTED HOMESTEAD APPLICATION WITH NO SIGNATURES, 1/12/22 - EMAILED OWNER EXPLAINING THAT WE NEED THEM TO SIGN THE APPLICATION IN BOTH PLACES AND RESUBMIT BY 7/1/22. 4/14/22 - MAILED OWNER A NEW HOMESTEAD APPLICATION. 6/21/22 - CALLED OWNER, EMAILED NEW APPLICATION.	7/6/22 - SAME OWNER	
WHITTLE RAYMOND E & LINDA L	14183-79019-00000	2704 Q AVE NW	6/9/22 - OWNER SIGNED UP FOR HOMESTEAD AT 1527 GREENS WAY CT NE	7/6/22 - SAME OWNER	
WITT NIKKI L	14043-54003-00000	4412 NORTHWOOD DR NE	7/22 - PER LINN COUNTY ASSESSOR, SIGNED UP FOR HOMESTEAD IN LINN COUNTY.	7/7/22 - SAME OWNER	
WITTIG EDWARD R & ELSIE M	14044-01009-00000	1624 48TH ST NE	4/25/22 - RECEIVED NOTIFICATION FOR TYLER MAILING ADDRESS CHANGE. 4/28/22 - PER SHELLY, OWNERS SON CALLED IN AND SAID BOTH PARENTS ARE DECEASED AND HE IS SELLING THE PROPERTY.	7/6/22 - SAME OWNER	

2022 MILITARY EXEMPTION DISALLOWANCE

OWNER	GPN	PHYSICAL ADDRESS	VETERAN NAME	BK/PG	REASON FOR DISALLOWANCE	DISALLOWANCE LETTER MAILED?
AG	14243-56006-00000	724 35TH ST SE	AG	7/6/22 - SAME OWNER	3/22/22 - PER LINN COUNTY VA OFFICE, DOES NOT QUALIFY AS VETERAN ONLY HAS 4 MONTHS OF TRAINING AND DOES NOT MEET THE ELIGIBILITY REQUIREMENTS.	
COFI	14302-52005-00000	127 PATRICIA LN NW	BG	7/6/22 - SAME OWNER	4/14/22 - PROPERTY IS NOT IN OWNERS PERSONAL NAME AND THE LLC IS NOT A FAMILY FARM CORPORATION.	
DK	14142-31006-00000	2615 A AVE NE	DK	7/6/22 - SAME OWNER	4/7/22 -EMAIL FROM JOHNSON COUNTY ASSESSOR CONFIRMING OWNER HAS HOMESTEAD & MILITARY IN JOHNSON COUNTY.	
FT	11342-79005-00000	925 ROLLING CREEK DR, CEDAR RAPIDS	FT	7/6/22 - SAME OWNER	NOT ELIGIBLE --- 12/21/21 - OWNER TURNED IN APPLICATION. 12/28/21 - PER NICOLE'S EMAIL THE VETERANS DD214 DOES NOT MEET THE MINIMUM ELIGIBLTY REQUIRMENTS AS THE VETERAN ONLY HAD 6 MONTHS TRAINING AND NO ACTIVE SERVICE. 1/7/22 - I CALLED THE VETERAN TO VERIFY IF THE VETERAN HAD ANY ACTIVE DUTY SERVICE TIME, THE VETERAN CONFIRMED THAT HE WAS ONLY IN THE RESERVES FOR 6 MONTHS AND WAS NEVER ACTIVE DUTY.	
HT	14234-85001-00000	703 32ND ST SE	BJ	7/6/22 - SAME OWNER	6/16/22 - PER LINN COUNTY ASSESSOR, OWNER SIGNED UP FOR HOMESTEAD AND MILITARY THERE.	
HR	14233-28017-00000	405 22ND ST SE	HR	7/6/22 - SAME OWNER	4/5/22 - RECEIVED MAILING BACK FROM OWNER STATING THEY DO NOT LIVE IN IOWA, SEE DMS FOR THE RECEIVED LETTER. OWNER LIVES IN CANTON, MA	
ML	14301-26004-00000	409 21ST ST NW	ML	7/6/22 - SAME OWNER	NOT ELIGIBLE --- 12/9/21 - PER LINN COUNTY RECORDER, DD214 DOES NOT SPECIFY HONORABLE OR DIS-HONARBLE. 12/27/21 - CONTACTED LINN COUNTY VA (NICOLE). 12/28/21 - NICOLE EMAILED STATING THAT LARRY WAS ONLY IN NATIONAL GUARD FOR 7 YEARS. 1/7/22 - I CALLED LARRY TO VERIFY IF HE SERVED LONGER THAN 7 YEARS IN NATIONAL GUARD. LARRY CONFIRMED THAT HE ONLY WAS IN NATIONAL GUARD FOR 7 YEARS AND WAS NEVER "ACTIVE DUTY".	
MJ	14303-80023-00000	2821 12TH AVE SW	MJ	7/6/22 - SAME OWNER	5/31/22 - RECEIVED SIGNED LETTER THAT OUR OFFICE MAILED TO OWNER STATING OWNER MOVED TO ARKANSAS.	
SW	14221-34010-00000	1732 BLAKE BLVD SE	SW	7/6/22 - SAME OWNER	6/30/22 - PER LNN COUNTY ASSESSOR, OWNER SIGNED UP FOR HOMESTEAD AND MILITARY THERE.	
SM	11273-01009-00000	1100 ASHFORD DR NE	SM	7/6/22 - SAME OWNER	5/26/22 - OWNER IS ALREADY RECEIVING THE DVH TAX CREDIT.	
TM	14313-02003-00000	2721 WILSON AVE SW	TJ	7/6/22 - SAME OWNER	MILITARY EXEMPTION SHOULD OF BEEN REMOVED 9/19/2014. SEE DMS FOR FOLLOW UP.	
WC	20011-54002-00000	3823 HAWK AVE SW	MR	7/6/22 - SAME OWNER	4/29/22 - OWNER SUBMITTED MILITARY APPLICATION. 7/6/22 - PER LINN COUNTY VA, NO DD214 HAS BEEN RECORDED FOR THE VETERAN.	
WG	14322-01001-00000	1226 16TH AVE SW	WG	7/6/22 - SAME OWNER	5/9/22 - RECEIVED LETTER SIGNED BY EXECUTOR, STATING THAT OWNER DOES NOT LIVE IN THE HOME FOR AT LEAST 6 MONTHS EACH YEAR. ESTATE IS IN PROBATE.	
WE	14044-01009-00000	1624 48TH ST NE	WE	7/6/22 - SAME OWNER	4/28/22 - PER SHELLY, OWNERS SON CALLED IN AND SAID BOTH PARENTS ARE DECEASED AND HE IS SELLING THE PROPERTY.	

2022 DISABLED VETERAN HOMESTEAD DISALLOWANCE

<u>OWNER</u>	<u>GPN</u>	<u>PHYSICAL ADDRESS</u>	<u>VETERAN NAME</u>	<u>REASON FOR DISALLOWANCE</u>	<u>HAS THE PROPERTY SOLD BY 7/1/22? IF NOT, A DISALLOWANCE LETTER IS NECESSARY!</u>
KE	14243-03009-00000	3867 LOST VALLEY RD SE	KE	12/28/21 - RECEIVED DVH APPLICATION IN THE MAIL FROM OWNER. CALLED OWNER REGARDING THE DVH APPLICATION RECEIVED, EXPLAINED THAT ONE OF THE REQUIREMENTS TO BE ELIGIBLE FOR THE DVH CREDIT IS TO PROVIDE US WITH AN ELIGIBILITY LETTER OF BENEFITS FROM THE VA DATED WITHIN A YEAR OLD. OWNER/VETERAN CONFIRMED THAT THEY ARE NOT DISABLED FROM THE MILITARY.	7/6/22 - SAME OWNER
WL	14334-10004-00000	15 26TH AVE SW	WL	5/26/2022 - PER LINN COUNTY ASSESSOR, OWNER MOVED AND SIGNED UP FOR DVH THERE.	7/6/22 - SAME OWNER
XD	19063-03004-00000	3718 MONARCH DR SW	XD	5/26/22 & 7/1/22 - LINN COUNTY VA VERIFIED THAT XD IS NOT ELIGIBLE FOR THE DVH CREDIT BECAUSE THE VETERAN IS NOT 100% DISABLED AT THIS TIME.	7/6/22 - SAME OWNER

Linn County Assessor
Homestead, Military, and Disabled Vet Disallowances
AY2022

PARCEL NUMBER	NAME	ADDRESS	CITY	STATE	ZIPCODE	CREDIT/ EXEMPTION	REASON
102945501200000	GROTH DARWIN & CAROL	4036 JUSTIFIED DR	MARION	IA	52302	MILITARY EXEMPTION	DOESN'T QUALIFY- DD214 NOT RECORDED IN LINN COUNTY
103012601000000	SHANNON JEFF L & LISA M	4135 WINSLOW RD	MARION	IA	52302	MILITARY EXEMPTION	DOESN'T QUALIFY- DD214 NOT RECORDED IN LINN COUNTY
103112701700000	ANDERSON VICTORIA	2360 25TH AVE	MARION	IA	52302	MILITARY EXEMPTION	DOESN'T QUALIFY- ONLY 6 YEARS IN RESERVES
103136700700000	DOWIE JUSTIN	1100 12TH ST	MARION	IA	52302	HOMESTEAD APPLICATION	DOESN'T QUALIFY- DOESN'T OWN PROPERTY
112215200400000	WESTLAND KIM	1700 BIRCH ST	ROBINS	IA	52328	MILITARY EXEMPTION	DOESN'T QUALIFY- DD214 NOT RECORDED IN LINN COUNTY- DOESN'T STATE DISCHARGE
112515402300000	KOPETZKY LAUREN & ZACHARY BRANDQUIST	821 EASTVIEW AVE	MARION	IA	52302	HOMESTEAD APPLICATION	DOESN'T QUALIFY- APP NOT SIGNED
112520504100000	STOWALL JUSTIN C & ASHLEY N	236 BENT CREEK DR	MARION	IA	52302	HOMESTEAD APPLICATION	DOESN'T QUALIFY- LIVES IN OHIO
112642601000000	SHANNON PATRICK & GREGORY & BETH	2664 MULBERRY CT	MARION	IA	52302	HOMESTEAD APPLICATION	DOESN'T QUALIFY- LIFE ESTATE STILL ON PROPERTY
113548500100000	CARNEY ZACHARY P & MARGARET C	1105 W 10TH AVE	MARION	IA	52302	HOMESTEAD APPLICATION	DOESN'T QUALIFY- APP NOT SIGNED
122040201000000	O'HARE ZACHARY C & DEVON J	164 FREE BIRD CT	PALO	IA	52324	MILITARY EXEMPTION	DOESN'T QUALIFY- DD214 NOT RECORDED IN LINN COUNTY
140125300400000	RAMIREZ PRISCILLA L & ARMANDO RAMIREZ- ARRIETA	870 KEYES CT	MARION	IA	52302	HOMESTEAD APPLICATION	DOESN'T QUALIFY- APP NOT SIGNED
170625100100000	SON RISE ACRES LLC	1151 ABBE VIEW RD	MOUNT VERNON	IA	52314	HOMESTEAD APPLICATION	DOESN'T QUALIFY- NOT A FAMILY FARM CORPORATION
183227700600000	GIOIMO STEPHANIE J & DAN J	2060 SOUTHBROOK DR	ELY	IA	52227	HOMESTEAD APPLICATION	DOESN'T QUALIFY- ONLY OWN 1/2 INTEREST- NOT RELATED TO OTHER 1/2
			MILITARY EXEMPTION			5	
			HOMESTEAD APPLICATION			8	