

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

LinnCounty.org

**LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA**

Monday, October 4, 2021

11 a.m.

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

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

Minutes

Discuss and decide on meeting minutes.

Discuss a Vacancy Form changing a part-time (39 hours/week) Ryan White Program Intake Tech position to a full-time position.

Discuss a Vacancy Form requesting a Part time Account Technician for Public Health

Discuss Temporary Use Permit, Case JTU21-0016, Linn County Conservation, owner; The Arc of East Central Iowa, c/o Jenny Bosking, petitioner; requesting permission to operate the Bike, Pedal & Roll Inaugural Bike Ride, located on the Cedar Valley Nature Trail.

Discuss Enforce TAM (Technical Account Management) contract extension in the amount of \$6,000 per month for 6 months.

Discuss a Lease Agreement between Linn County and Willis Dady Homeless Services for the use of a portion of the Fillmore Building as an overflow winter shelter.

Public Comment: Five Minute Limit per Speaker

This is an opportunity for the public to address the board on any subject pertaining to board business.

Payroll Authorizations

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

Claims

Discuss and decide on claims.

Correspondence**Appointments****Adjournment**

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

LINN COUNTY HUMAN RESOURCES DEPARTMENT
JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER
935 2ND ST. SW
CEDAR RAPIDS, IA 52404
PH: 319-892-5120 | FAX: 319-892-5129

LinnCounty.org



VACANCY FORM

SELECT ONE:

☐ NEW POSITION

☒ REPLACEMENT

REPLACES: 39hrs/wk (.975FTE) Intake Tech - Alissa Gunst

SELECT ONE:

☐ NEW JOB CLASSIFICATION

☒ EXISTING JOB CLASSIFICATION

JOB TITLE: Intake Tech

DEPARTMENT: Ryan White Program

SHIFT/HOURS: 8am - 4:30pm M-F

VACANCY DATE: 9/13/2021

NUMBER OF POSITIONS: 1

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

NEW POSITION FUNDING SOURCE(S):

IDPH (Iowa Dept of Public Health) .46FTE - 1 hour increase

☒ GRANT FUNDING

Linn County (.54FTE -no change in funding)

☐ OTHER: _____

POST TO INSIDE: ☒ YES ☐ NO

ADVERTISE: ☒ YES ☐ NO

IF NO, GIVE EXPLANATION (i.e. not filling due to operational needs): _____

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: 

9-14-21

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: _____

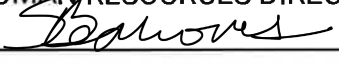
FINANCE/BUDGET DIRECTOR COMMENTS: _____

APPROVED BY: 

9-15-21

HUMAN RESOURCES DIRECTOR

DATE

APPROVED BY: 

9/15/2021

FINANCE/BUDGET DIRECTOR

DATE

APPROVED BY: _____

CHAIRPERSON/BOARD OF SUPERVISORS

DATE

LINN COUNTY HUMAN RESOURCES DEPARTMENT
JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER
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CEDAR RAPIDS, IA 52404
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LinnCounty.org



VACANCY FORM

SELECT ONE:

☒ NEW POSITION

☐ REPLACEMENT

REPLACES: _____

SELECT ONE:

☐ NEW JOB CLASSIFICATION

☒ EXISTING JOB CLASSIFICATION

JOB TITLE: Account Technician

DEPARTMENT: Public Health

SHIFT/HOURS: M-F 12:30 - 4:30 PM

VACANCY DATE: ASAP

NUMBER OF POSITIONS: 1

REASON TO ADD NEW POSITION (if

applicable): ☐ BUDGET OFFER

☐ GRANT FUNDING

☒ OTHER: Assist with accounting activities.

NEW POSITION FUNDING SOURCE(S):

Reorganization of department. Eliminating three upper

management staff positions.

POST TO INSIDE: ☒ YES ☐ NO

ADVERTISE: ☒ YES ☐ NO

IF NO, GIVE EXPLANATION (i.e. not filling due to operational needs): _____

POSITION TYPE:

☐ FULL-TIME ☒ PART-TIME 20 # 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: Pramod Dwivedi

Pramod Dwivedi
cn=Pramod Dwivedi, o=Linn County Public Health,
ou=Health Director, email=health@linncounty.org, c=US
2021.09.24 11:14:39 -05'00'

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: Lisa D. Powell

9-27-21

HUMAN RESOURCES DIRECTOR

DATE

APPROVED BY: [Signature]

9/28/21

FINANCE/BUDGET DIRECTOR

DATE

APPROVED BY: _____

CHAIRPERSON/BOARD OF SUPERVISORS

DATE

*Technical Account Management – (TAM)
Extension*

Statement of Work for



September 21, 2021

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PROFESSIONAL SERVICES STATEMENT OF WORK

The following estimated Professional Services Statement of Work ("**SOW**") constitutes a legal agreement entered into as of September 21, 2021 ("**SOW Date**"), between Enforce, LLC. ("**Enforce**") and County of Linn ("**Linn**" or "**Customer**") with respect to the terms and conditions applicable to certain professional services ("**Professional Services**") to be provided by Enforce related to Customer's instance of the Ceridian Dayforce HCM System ("**Ceridian Service**" or "**Dayforce**"). The Professional Services outlined below will be provided to the Customer subject to the terms and conditions set forth below.

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

SOW Overview (" Overview ")	
Term	October 18, 2021 to April 18, 2022 for 6 months
Professional Services cost	\$6,000 per month
Summary of services	Technical Account Management

Project Coordinator:

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

Project Location:

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

1. Understanding of the Situation

Enforce thanks Linn for their request to provide Dayforce application assistance through our Technical Account Management ("**TAM**") services.

Linn has determined the intended ROI from the Dayforce system is not being realized. Certain operational issues and/or opportunities exist to improve the overall performance of the Dayforce solution. Linn wishes to continue to work with Enforce resources.

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

2. Project Objectives, Scope and Deliverables

2.1 Objectives

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

2.2 Scope

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

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

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

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

Unused Monthly Hours ("**Unused Monthly Hours**") shall be permitted to carry forward into future months ("**Unused Hours Carry Forward**"). The Unused Hours Carry Forward shall be strictly limited to the previous trailing 1-month period and shall be capped at a maximum Unused Hours Carry Forward of 28 hours in a given month. Should Linn choose to Terminate or not renew the Term of this Agreement, any Unused Monthly Hours will be void.

Should Customer desire to add additional hours during a given month, the process outlined in Section 4: Changes in Project Scope will be followed. Enforce shall add and invoice additional Linn requested hours at a rate of \$150/hour.

2.3 Approach, Staffing and Term

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

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

The term of this SOW begins October 18, 2021 and continues for a period of six (6) months ("**Term**").

3. Assumptions

3.1 General Assumptions

- Customer and Enforce will hold regular Project status meetings ("Project Status Meetings") with full Project Team to facilitate the implementation of this SOW. Project timeline estimates are based on availability of Customer resources and key decision makers. Lack of access to project stakeholders will impact project timelines and costs if decisions cannot be made in timely fashion.
- Customer will provide the appropriate level of Project sponsorship to ensure buy-in at the top levels of the organization. Though not required on weekly meetings, Customer's Executive Sponsor will be able to devote (1) hour per month ("Project Sponsor Meetings") throughout the Term to support the Project agenda within the company. The Project Team will have timely access to other key management and user constituents as required. Neither the Project Status Meetings nor the Project Sponsor Meetings shall incur time against the Monthly Hours.
- The following are out of scope for this SOW:
 - Certain Dayforce product related issues are not within the scope and will require Customer to seek Dayforce product support directly from Ceridian.

4. Changes in Project Scope

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

5. Enforce Fees and Expenses

Enforce will perform the Professional Services outlined above on a fixed fee basis as outlined below ("**Services Fees**").

5.1 Services Fees

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

Payment Schedule	Amount Due
Payments due on the 18th day of each month <i>Note: Initial Payment shall be due on October 18, 2021</i>	\$6,000

Payment Information

Contact Name: _____
 Email Address: _____
 Phone Number: _____
 Billing Address: _____
 Customer PO (if required): _____

5.2 Travel Expenses

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

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

Per Diem Definitions:

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

5.3 Taxes

Unless otherwise stated in writing, the Services Fees do not include any taxes levies, duties or other similar government assessments of any nature, including but not limited to value added, sales and use, or

withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively "Taxes"). Customer is responsible for paying all Taxes associated with this SOW except for Taxes assessable against Enforce based on its income, property and employees. If Enforce has the legal obligation to pay or collect Taxes for which Customer is responsible pursuant to this SOW, the appropriate amount shall be invoiced to and paid by Customer, unless Customer provides Enforce with a valid tax exemption certificate authorized by the appropriate taxing authority.

6. Warranties

6.1 Enforce Warranties

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

6.2 Disclaimer

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

7. Indemnification

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

8. Insurance

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

9. Confidential Information

Confidential Information means, to the extent previously, presently or subsequently disclosed by Customer (including its clients, affiliates and their respective directors, officers, employees, and agents) to Enforce, all financial, business, legal and technical information of Customer or any of its affiliates, suppliers, customers and employees (including information about research, development, operations, marketing, transactions, regulatory affairs, discoveries, inventions, methods, processes, articles,

materials, algorithms, software, specifications, designs, drawings, data, strategies, plans, prospects, know-how and ideas, whether tangible or intangible, and including all copies, abstracts, summaries, analyses and derivatives thereof). Confidential Information shall not include any information that (a) was rightfully known to Enforce without restriction before receipt from Customer or (b) is or becomes generally known to the public through no fault of Enforce. The terms and conditions of any transaction or possible transaction between the parties, the fact that disclosures, evaluations or discussions are taking place, and the status and results thereof are all Confidential Information. Enforce agrees not to use, copy or disclose to any person, firm or corporation any Confidential Information obtained during the course of providing the services and Deliverables to Enforce, unless such use, copying or disclosure is necessary to accomplish Enforce' work and Customer authorizes such disclosure. Confidential Information is, and will remain, the property of Customer. This SOW does not grant or otherwise give Enforce ownership in or other rights to Confidential Information or any other Customer intellectual property. Upon termination and as otherwise requested by Customer, Enforce will promptly return to Customer all items and copies containing or embodying Confidential Information, except that Contractor may keep its personal copies of its compensation records and this SOW.

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

10. Intellectual Property

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

11. Limitation of Liability

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

CUMULATIVE LIABILITY UNDER THIS SOW WILL NOT EXCEED THREE TIMES (3X) THE AMOUNT OF FEES PAID OR PAYABLE TO ENFORCE UNDER THIS SOW.

12. Notices

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

13. Assignment/Subcontracting

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

14. Entire SOW/Amendment

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

15. Counterparts

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

SIGNATURE PAGE TO STATEMENT OF WORK (SOW)

Acknowledged and Accepted:

Enforce	Customer
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

APPENDIX 1 – CHANGE ORDER TEMPLATE

Enforce Change Order # _____

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

WHEREAS, **Enforce** and Customer have further entered into a SOW dated ____ 201____, in connection with the Statement of Work ("SOW"); and

WHEREAS, Customer and **Enforce** both wish to enter into this Change Order to amend the scope of the SOW;

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

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

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

3. Change in Deliverables, if any

Deliverable # _____

Number of Work Days Needed:

Expected Delivery Date:

4. Change in Fees and Expenses

It is hereby acknowledged and agreed that the fixed fee price for the Services specifically identified in this Change Order will be \$_____. The Total Services Fee (covering cumulative fees for Services under this Change Order and the applicable SOW) now total \$_____. This price does not include travel or related expenses, which shall be paid in accordance with the SOW.

IN WITNESS WHEREOF, the parties hereto have executed this Change Order as of the effective date first written above with respect to the SOW.

Acknowledged and Accepted:

Enforce	Customer
Signature:	Signature:
Name:	Name:
Title:	Title:
Date:	Date:

LEASE AGREEMENT

THIS LEASE AGREEMENT ("Agreement"), is made and entered into this _____ day of _____, 2021 by and between:

Lessor: Linn County, whose mailing address for the purpose of this Agreement is 935 – 2nd Street SW, Cedar Rapids, Iowa 52404 ("Landlord"), and

Lessee: Willis Dady Homeless Services, whose mailing address for the purpose of this Agreement is 1247 – 4th Avenue SE, Cedar Rapids, IA 52403 ("Tenant").

RECITALS

WHEREAS, Linn County, through Linn County Community Services, provides and/or oversees core functions and services that include: identifying and making recommendations to fill gaps in the community, providing funding to the Community Overflow Weather Shelter System, and collaborating with many different organizations to coordinate housing, emergency shelter, and other services to meet the needs of homeless people and people at risk of becoming homeless, and;

WHEREAS, the Linn County Board of Supervisors recognizes the public need for an overflow winter homeless shelter system in the County, and;

WHEREAS, Linn County owns a building with unused space that could be used for overflow winter homeless shelter services, and;

WHEREAS, Willis Dady Homeless Services has the ability, and desires to provide winter overflow homeless shelter services, and is in need of an appropriate location to provide such services.

NOW THEREFORE, the Lessor and Lessee (the "Parties") agree as follows:

ARTICLE I. GRANT AND TERM

Section 1.01. Demised Premises. In consideration of the covenants and agreements on the part of Tenant to be observed and performed as provided herein, Landlord leases to Tenant approximately 13,525 square feet of the building at 520 - 11th St. NW, Cedar Rapids, IA 52405, as shown on Schedule "B", herein called the "Demised Premises".

Section 1.02. Use of Demised Premises. The use and occupation by Tenant of the Demised Premises shall be subject to the terms and conditions of the Agreement and to reasonable rules and regulations for use thereof as prescribed from time to time by Landlord.

Section 1.03. Term and Possession. The term of this Lease shall be for the period specified on Schedule "A". Tenant shall have the right to possession of the Demised Premises rent free for the period specified on Schedule "A".

ARTICLE II. SIGNS

Any signs placed upon the Demised Premises must comply with the ordinances of the City of Cedar Rapids, Iowa and Linn County, Iowa, and shall be first approved by Landlord, which approval shall not be unreasonably withheld.

ARTICLE III. RENT

Landlord is providing the Demised Premises to Tenant with no rent for the term of the Lease.

ARTICLE IV. USE OF DEMISED PREMISES BY TENANT

Section 4.01. Use of Demised Premises. Tenant shall use the Demised Premises during the term of this Lease only for the sole purpose specified on Schedule "A".

Section 4.02. Compliance with Laws and Regulations. Tenant shall procure at its sole expense any permits and licenses required for the transaction of its business in the Demised Premises and shall comply with all laws, ordinances, regulations and orders now in effect or hereafter enacted during the Lease Term that are applicable to this Demised Premises.

Tenant shall not permit any unlawful activity to be carried on or in the Demised Premises; make any use of or allow the Demised Premises to be used for any purpose that might invalidate the insurance thereof on; create any nuisance or injure the reputation of the Demised Premises or Landlord; deface or injure the building, overload the floors, commit or suffer waste, permit the use of loudspeakers or other devices that can be heard outside the Demised Premises; or, disturb the quiet enjoyment of the area.

Tenant shall store all trash and garbage within the designated areas. Removal of garbage and trash shall be made only in the manner and areas prescribed by Landlord. If Tenant fails to maintain the Demised Premises in a neat and clean condition, Landlord at its option may have the Demised Premises cleaned at Tenant's expense at a reasonable cost in keeping with competitive cleaning charges in the area at that time.

Tenant shall not use the plumbing facilities for any purpose other than that for which they are constructed, and no foreign substance of any kind shall be thrown therein, and the expense of any breakage, stoppage, or damage resulting from a violation of this provision shall be borne by Tenant.

ARTICLE V. UTILITIES

Heat, water, waste removal, and electricity will be provided for the Demised Premises by the Landlord.

In no event shall Landlord be liable for an interruption or failure in the supply of any utility to the Demised Premises.

ARTICLE VI. MAINTENANCE AND REPAIR OF THE DEMISED PREMISES

Except as expressly otherwise provided herein, Tenant takes the Demised Premises in an "as-is" condition. Landlord will maintain the Demised Premises and perform routine maintenance to the facility as it sees fit. Tenant shall not perform any work to the Demised Premises without Landlord's advance written approval. Tenant shall not suffer any mechanic's lien to be filed against the Demised Premises by reason of any work, labor, services, or material performed at or furnished to the Tenant or anyone holding the Demised Premises through or under Tenant. If a mechanic's lien shall be so filed, Landlord may remove it at Tenant's expense.

At the expiration or termination of this Lease by lapse of time or otherwise Tenant will quit and surrender the Demised Premises in as good a state and condition as on the Possession Date excepting only reasonable use and wear thereof, or damage by casualty for which Landlord is responsible under the provisions of the Lease.

ARTICLE VII. INSURANCE AND INDEMNITY

Section 7.01. Tenant's Liability Insurance. Tenant shall, at its expense, prior to the Possession Date and during the entire term of this Lease, obtain and keep in full force and effect, with an insurance carrier authorized and licensed to do business in the State of Iowa, a Comprehensive General Liability insurance policy or policies, including Blanket Contractual Liability coverage, Owners and Contractor's Protective Liability Coverage, Personal Injury Liability coverage, with respect to the Demised Premises and the business operated by Tenant and sub-lessees, licensees or concessionaires of Tenant in the Demised Premises.

Such policies shall be written as primary coverage which does not contribute to and is not in excess of coverage which the other party may provide, and shall be in the amount of at least \$1,000,000 combined single limit per occurrence, naming Landlord as an additional insured with direct coverage for both the direct and vicarious liability of Landlord as the additional insured.

The policy shall contain a clause that the insurer will not cancel or change the coverage without first giving Landlord twenty (20) days prior written notice. A copy of such insurance policy and duly executed certificates evidencing such insurance shall be delivered to and approved by Landlord prior to the Possession Date. Any comprehensive public liability insurance carried by Landlord hereunder shall be excess, and not contributing insurance to the insurance carried by Tenant hereunder.

In the event Tenant fails to procure, maintain, and/or pay for the insurance required by this Lease, at the times and for the duration specified in this Lease, Landlord shall have the right, but not the obligation, at any time and from time to time, and without notice, to procure such insurance and/or pay the premiums for such insurance, in which event Tenant shall repay Landlord, immediately upon demand by Landlord, as Additional Rent, all sums so paid to Landlord together with interest thereon and any costs or expenses incurred by Landlord in connection therewith, without prejudice to any other rights and remedies of Landlord under this Lease.

Section 7.02. Indemnification of Landlord. Tenant shall indemnify, defend and save Landlord harmless from and against any and all claims, demands, causes of action, actions, damages, liability, judgments or expenses, including attorney's fees and reasonable expenses incurred in investigating the same, in connection with loss of life, personal injury and/or damage to property arising from or out of (i) any occurrence in, upon or at the Demised Premises, or the occupancy or use of the Demised Premises or any part thereof by Tenant or its agents, employees, contractors, sub-lessees, concessionaires, or licensees, or the customers or invitees of any of them or occasioned wholly or in part by any act or omission of Tenant, its agents, employees, contractors, sub-lessees, concessionaires or licensees, or the customers or invitees of any of them, except if wholly caused by the act or neglect of Landlord, its agents or employees; (ii) the use of the Common Areas or any part thereof, by Tenant, its agents, employees, contractors, sub-lessees, concessionaires or the customers or invitees of any of them; and (iii) Tenant's use of the Demised Premises after the Possession Date for the installation of Tenant's

fixtures and equipment, even though such occupancy may be prior to the commencement of the term of this Lease.

Section 7.03. Loss and Damage to Tenant's Property. Landlord shall not be liable for any damage to property of Tenant or of others located on the Demised Premises, nor for the loss of or damage to any property of Tenant or others by theft or otherwise, nor shall Landlord be liable for any injury or damage to persons or property resulting from fire, explosion, falling plaster, steam, gas, electricity, water, rain or snow or leaks from any part of the Demised Premises or from the pipes, appliances or plumbing in the Demised Premises or from the roof, street or subsurface or by dampness or by any other cause of whatsoever nature. Landlord shall not be liable for any damage caused by other tenants or persons in the Demised Premises, occupants of adjacent property, or the public, or caused by operations in construction of any public or quasi-public work.

Section 7.04. Waiver of Subrogation. Where either Landlord or Tenant sustains a loss or damage to the Demised Premises, or to the fixtures, goods, wares, merchandise or any other property thereon or therein for which it is protected by an existing policy or policies of insurance, the party sustaining such loss or damage, to the extent that it is so protected and to the extent that it may legally do so, waives its rights of recovery, if any, against the other party hereto.

ARTICLE VIII. DAMAGE OR CASUALTY

Section 8.01. Notice. Tenant shall give immediate written notice to Landlord of any damage caused to the Demised Premises by fire or other casualty.

Section 8.02. Damage or Destruction of Demised Premises. In the event that the Demised Premises or the building for which they are situated shall be partially or totally destroyed by fire or other casualty Landlord may terminate this Lease as of a date of such damage or destruction.

ARTICLE IX. ASSIGNMENT AND SUBLETTING

Tenant shall not sublet or assign the Demised Premises.

ARTICLE X. TENANT'S DEFAULT

Section 10.01. Events of Default. The following events shall be deemed to be events of default by Tenant under the Lease:

Tenant shall fail to comply with any term, covenant or condition of this Lease, and shall not cure such failure within five (5) days after receipt by Tenant of Landlord's written notice of such noncompliance.

If any event of default occurs Landlord may at its option terminate this Lease, re-enter, take possession of the Demised Premises and remove all personnel and property therefrom all without notice or legal process and without being deemed guilty of trespass, or liable for any loss or damage occasioned thereby. In addition to remedies provided herein, Landlord shall have all other remedies that it may be entitled to at law or in equity.

Section 10.02. Costs, Expenses and Attorney's Fees. Tenant shall pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by Landlord in enforcing the terms,

covenants and conditions in this Lease provided that Landlord prevails in any litigation commenced by it to enforce same. Landlord shall pay all costs, expenses and reasonable attorney's fees that may be incurred or paid by Tenant in enforcing the terms, covenants and conditions in this Lease provided that Tenant prevails in any litigation commenced by it to enforce same.

ARTICLE XI. RIGHT OF ENTRY

Provided Tenant's operations are not unreasonably interfered with, Landlord or Landlord's agents shall have the right to enter the Demised Premises at all reasonable times to examine the same, to show them to prospective purchasers or lessees of the Demised Premises and to make such repairs, alterations, improvements or additions to the Demised Premises or adjoining premises as Landlord may deem necessary or desirable and Landlord shall be allowed to take material into and upon the Demised Premises that may be required therefore without the same constituting an eviction of Tenant.

If Tenant shall not be personally present to open and permit an entry into the Demised Premises at any time when for any reason an entry therein shall be necessary to protect the Demised Premises, or adjoining premises from damage, Landlord or Landlord's agents may forcibly enter the Demised Premises, without rendering Landlord or such agents liable therefore, and without in any manner affecting the obligations and covenants of this Lease. Nothing herein contained, however, shall be deemed or construed to impose upon Landlord any additional obligation, responsibility or liability whatsoever, for the care, maintenance or repair of the Demised Premises

ARTICLE XII. REMEDIES CUMULATIVE

No waiver by Landlord or Tenant of a breach of any of the terms, covenants, or conditions of this Lease shall be construed to be a waiver of any future breach of the same or any other terms, covenants, or conditions hereof. No receipt of money by Landlord from Tenant after notice of default, or after termination of this Lease, or after the commencement of any suit or after judgement for possession of the Demised Premises, shall reinstate, continue or extend the term of this Lease or affect any notice, demand or suit. Unless otherwise specified, the rights and remedies hereby created are cumulative and the use of one remedy shall not be taken to exclude or waive the right to the use of another, or exclude any other right or remedy allowed by law.

ARTICLE XIII. SUBORDINATION; OFFSET STATEMENT; ATTORNMENT

Section 13.01. Subordination. Landlord is hereby irrevocably vested with the full power and authority, if it so elects, to subordinate this Lease to any mortgage, deed of trust, or other lien now or hereafter placed upon the Demised Premises, and Tenant agrees upon demand to execute such instruments subordinating this Lease as Landlord may request, provided such subordination shall be upon the express condition that this Lease shall be recognized by the mortgagee, and that the rights of Tenant shall remain in full force and effect during the term of this Lease so long as Tenant shall continue to perform all covenants and conditions of this Lease.

Section 13.02. Estoppel Certificate Offset Statement. Within ten (10) days after request therefore by Landlord, or in the event that upon any sale, assignment or hypothecation of the Demised Premises an offset statement shall be required from Tenant, Tenant agrees to deliver in

recordable form a certificate to any proposed mortgagee or purchaser, or to Landlord certifying (if such be the case) that this Lease is in full force and effect and that there are no defenses or offsets thereto, or stating those claimed by Tenant.

Section 13.03. Attornment. Tenant shall, in the event any proceedings are brought for foreclosure of, or in the event of exercise of the power of sale under any mortgage or deed of trust made by Landlord covering the Demised Premises, attorn to the purchaser upon any such foreclosure or sale and recognize such purchaser as Landlord under this Lease.

ARTICLE XIV. LANDLORD'S TITLE

Landlord covenants that it has full right and power to execute and perform this Lease. Landlord further covenants that Tenant, on performing the covenants and agreements hereof, shall peaceably and quietly have, hold and enjoy the Demised Premises and all rights, easements, appurtenance and privileges there un to belonging or in any way appertaining, during the term hereof. Anything herein to the contrary notwithstanding, Landlord shall not be liable for any breach of the covenant of quiet enjoyment or any other breaches occurring after Landlord's obligations under said covenant of quiet enjoyment terminate, as well as all other covenants to be performed by Landlord pursuant to the provisions of this Lease.

ARTICLE XV. TENANT'S RESPONSIBILITY REGARDING HAZARDOUS SUBSTANCES

Section 15.01. Hazardous Substances. The term "Hazardous Substances" as used in this Lease, shall include, without limitation, flammables, explosives, radioactive materials, asbestos, polychlorinated biphenyls (PCBs), chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, petroleum and petroleum products, and substances declared to be hazardous or toxic under any law or regulation now or hereafter enacted or promulgated by any governmental authority.

Section 15.02. Tenant's Restrictions. Tenant shall not cause nor permit to occur:

- (a) Any violation of any federal, state, or local law, ordinance, or regulation now or hereafter enacted, related to environmental conditions on, under, or about the Premises, including, but not limited to soil, air and ground water conditions, or
- (b) The use, generation, release, manufacture, refining, production, processing, storage, or disposal or any Hazardous Substances on, under, or about the Demised Premises, or the transportation to or from the Demised Premises of any Hazardous Substance.

Section 15.03. Environmental Clean-up.

- (a) Tenant shall, at Tenant's own expense, comply with all laws regulating the use, generation, storage, transportation, or disposal of Hazardous Substances ("Laws").
- (b) Tenant shall, at Tenant's own expense, make all submissions to, provide all information required by, and comply with all requirements of all governmental and authorities (the "Authorities") under the laws.
- (c) Should any Authority or any third party demand that a cleanup plan be prepared or that a clean-up or other remedial action be undertaken because of any deposit, spill,

discharge, or other release of Hazardous Substances that occurs during the term of this Lease, at or from the Demised Premises, or which arises at any time from Tenant's use or occupancy of the Demised Premises, then Tenant shall, at Tenant's own expense, prepare and submit the required plans and all related bonds and other financial assurances and carry out all such clean-up plans or other required or appropriate remedial action.

(d) Tenant shall promptly provide all information regarding the use, generation, storage, transportation, or disposal of Hazardous Substances that is requested by Landlord. If Tenant fails to fulfill any duty imposed under this Section 15.03 within a reasonable time, Landlord may do so and, in such case, Tenant shall cooperate with Landlord in order to prepare all documents Landlord deems necessary or appropriate to determine the applicability of the laws to the Demised Premises and Tenant's use thereof, and for compliance therewith, and Tenant shall execute all documents promptly upon Landlord's request. No such action by Landlord and no attempt made by Landlord to mitigate damages under any law shall constitute a waiver of any of Tenant's obligations hereunder

(e) Tenant's obligations and liabilities under this Section 15.03 shall survive the expiration or termination of this Lease.

Section 15.04. Tenant's Indemnity.

(a) Tenant shall indemnify, defend and hold harmless Landlord from all fines, suits, procedures, claims, settlements and actions of every kind, and all costs associated therewith (including attorneys' and consultants' fees) arising out of or in any way connected with any deposit, spill, discharge, or other release of Hazardous Substances that occurs during the term of this Lease at or from the Demised Premises, or which arises at any time from Tenant's use or occupancy of the Demised Premises, or from Tenant's failure to provide all information, make all submissions, and take all steps required by all Authorities under the laws and all other environmental laws.

(b) Tenant's obligation and liabilities under this Section 15.04 shall survive the expiration or termination of this Lease and shall be an expansion of and not a limitation to the other obligations of Tenant to indemnify, defend and hold harmless Landlord.

ARTICLE XVI. MISCELLANEOUS PROVISIONS

Section 16.01. Relationship of Parties. Nothing here contained shall be deemed or construed by the parties hereto, nor by any third party, as creating the relationship of principal and agent or of partnership or joint between the parties hereto, it being understood and agreed that neither the method of computation of Rent, nor any other provision contained herein, nor any acts of the parties hereto, shall be deemed to create any relationship between the parties hereto other than the relationship of Landlord and Tenant.

Section 16.02. Construction. The necessary grammatical changes required to make the provisions of this Lease apply in the plural sense where there is more than one Landlord or Tenant and to either corporations, associations, partnerships or individuals, males, or females, shall in all instances be assumed as thought fully expressed. The captions used in this Lease are for convenience only and do not in any way limit or amplify the terms and provisions hereof.

Section 16.03. Parties Bound. It is agreed that this Lease, and each and all of the terms, covenants, and conditions hereof, shall be binding upon and inure to the benefit of, as the case may be, the parties hereto, their respective heirs, executors, administrators, legal representatives, successors and assigns, subject to all provisions herein with respect to the assignment or other transfer of Tenant's interest herein.

Section 16.04. Entire Agreement. This Lease contains the entire agreement between the parties, and no agreement shall be effective to change or modify this Lease in whole or in part unless such agreement is in writing and duly signed by the party against whom enforcement of such change or modification is sought.

Section 16.05. Savings/Governing Law. The invalidity or unenforceability of any provision of this Lease shall not affect or impair the validity of any other provision. The laws of the State of Iowa shall govern the interpretation, validity, performance and enforcement of this Lease.

Section 16.06. Force Majeure. In the event that either party hereto shall be delayed or hindered or prevented from the performance of any provision of this Lease prior to Tenant's opening for business in the Demised Premises by reason of strikes, lockouts, labor troubles, acts of God, inability to procure materials, failure of power, restrictive governmental laws or regulations, riots, insurrection, war, litigation challenging the validity of any necessary permit, or other reason of a like nature not the fault of the party delayed in performing such provisions, then performance of such provision shall be excused for the period of the delay and the period equivalent to the period of such delay.

Section 16.07. Assignment to Mortgage. With reference to any assignment by Landlord of its interest in this Lease, or the rent payable hereunder, conditional in nature or otherwise, which assignment is made to or held by anyone holding a mortgage of deed of trust on the Demised Premises, Tenant agrees that such mortgagee or beneficiary shall be treated as having assumed Landlord's obligations hereunder only upon such mortgagee's or beneficiary's taking possession of the Demised Premises through foreclosure or in lieu of foreclosure.

Section 16.08. Notices. Wherever any notice is required or permitted hereunder, such notice shall be in writing. Notice may be given by personal delivery and shall be effective when received. Additionally, any notice or document required or permitted to be delivered hereunder shall be deemed delivered, when actually received or delivery is refused when posted in the United States mail, postage prepaid, Certified Mail, Return Receipt Requested, addressed to the noticed party hereto at the addresses set out in Schedule A.

LANDLORD
Linn County

TENANT
Willis Dady Homeless Services

By (Signature): _____

Stacey Walker, Chair

Linn County Board of Supervisors

By (Signature): _____

Written Name: Alicia Faust

Title: Executive Director

Schedule A

(Schedule A supersedes language in the applicable provisions of the Lease Agreement.)

Section A.01 Term and Possession

Term shall be for a period commencing on November 15, 2021, and ending February 15, 2022. Landlord reserves the right to terminate the lease at any time by providing Tenant 60 days-notice.

In the event Tenant remains in possession of the Demised Premises after the termination of this Lease, Tenant, at the option of Landlord, shall be deemed to be occupying the Demised Premises as a tenant from month-to-month, subject to all of the other terms of this Lease insofar as the same are applicable to a month-to-month tenancy.

Section A.02 Use of Demised Premises

Tenant shall use the demised premises for overflow weather shelter and related community services.

Section A.03 Notices

Notices to Tenant shall be given to:

Willis Dady Homeless Services
c/o Alicia Faust
Executive Director
1247 - 4th Ave. SE
Cedar Rapids, IS 52403

Notices to Landlord shall be given to:

Linn County
c/o Board of Supervisors
935 - 2nd Street SW
Cedar Rapids, IA 52404

Landlord Initial _____

Tenant Initial _____

[illegible]