BOARD OF SUPERVISORS
District 1 | **Stacey Walker**
District 2 | **Ben Rogers**
District 3 | **Louis J. Zumbach**

JEAN OXLEY LINN COUNTY PUBLIC SERVICE CENTER
935 2ND ST. SW
CEDAR RAPIDS, IA 52404
PH: 319-892-5000 | FAX: 319-892-5009
LinnCountyIowa.gov

LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA
Wednesday, May 25, 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.

Reports

Resolutions

Resolution to allow permission for the use of roads in Linn County for the Pigman Triathlon on Sunday, June 5, 2022, noting Risk Management, Secondary Roads and the Linn County Sheriff's Office have addressed all requirements.

Resolution to approve a residential parcel split for Brannaman Acres First Addition, case JPS22-0001

Contract and Agreements

Approve and authorize Chair to sign a software Enterprise Agreement renewal between Environmental Systems Research Institute, Inc. (ESRI) and Linn County to extend the GIS software licensing through July 9, 2025 in the amount of $483,000

Approve and authorize Chair to sign a Tender Agreement to officially transfer projects STBG-SWAP-C057(142)--FG-57 and STBG-SWAP-C057(138)- - FG-57 from Horsfield Construction, Inc. to Dyersville Ready Mix & Subsidiary.

Approve and authorize Chair to sign a final contract amendment #3 5882HC08, between Linn County Community Services – Ryan White Program and Iowa Department of Public Health for the period of April 1,2021 to March 31st, 2022. Funds are being moved within contract between line items.

Approve and authorize Chair to sign a Provider Contract – Rate Sheet between Linn County Community Services- Options and the MHDS -East Central Region for the period of July 1,2022 to June 30th, 2023.

Approve and authorize Chair to sign a FY23 Decat Contract # DCAT4-22-016 Protective Program Contract, 1st Amendment and Renewal, in the amount of $44,935 between the Linn County Board of Supervisors and the Department of Human Services.

Approve and authorize Chair to sign FY23 Decat Contract # DCAT4-22-027 Regional PSSF Wraparound for DHS Cedar Rapids Service Area Contract, 1st Amendment and Renewal, in the amount of $28,854 between the Linn County Board of Supervisors and the Department of Human Services

Approve and authorize Chair to sign a 28E Agreement between Linn County and the City of Ely for a rock overlay project on Rogers Creek Road from Rogers Grove Road to the bridge near the eastern city limits

Award bid and approve purchase order PO301 for signposts to Barco Municipal Products Inc. in the amount of $12,883.75 for the Secondary Road Department

Award bid and approve purchase order PO302 for a tandem axle truck to Thompson Truck & Trailer Inc. in the amount of $141,225.00 for the Secondary Road Department

Licenses & Permits

Regular Agenda

Discuss and Decide on Consent Agenda

Minutes
Discuss and decide on meeting minutes.

Claims
Discuss and decide on claims.

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

Legislative Update
Discuss and decide on action related to proposed legislation

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.

RESOLUTION #____________________

APPROVING A PROPERTY USE REQUEST FOR PERMISSION TO UTILIZE LINN COUNTY ROADS FOR THE PURPOSE OF THE 2022 PIGMAN TRIATHLON

WHEREAS, Alex Syhlman, Race Director for the Pigman Triathlon, has requested permission to use McClintock Road, Lewis Bottom Road, Palo Marsh Road, and crossing over Blairs Ferry Road into Palo for the purpose of conducting the Iowa's Pigman Sprint Triathlon on Sunday, June 5, 2022,

WHEREAS, the Linn County Engineer's Department, Linn County Sheriff's Office, and the Risk Management Department have recommended approval of this request,

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Linn County, Iowa, that the above request is herewith approved subject to the following conditions:

1. The personnel sponsoring the Triathlon will provide three Law Enforcement Officers, with patrol vehicles, for traffic control at the intersection of Palo Marsh Road and Lewis Bottoms Road (McClintock Road) as required by the Sheriff's Office. The applicant will contact the Linn County Sheriff's Office Extra-Duty Scheduling personnel at 892-6176 to schedule these officers.

2. The personnel sponsoring the Triathlon will advise the participants to obey all traffic regulations as required by the Linn County Sheriff's Office and the Linn County Engineer.

3. The personnel sponsoring the Triathlon will oversee the proper conduct of the event.

4. That the applicant will have each participant sign a participant's release which has Linn County named on the release.

5. That the applicant agrees to save Linn County and it's employees harmless from all liability and has a liability insurance policy in limits satisfactory to the Board of Supervisors.

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

LINN COUNTY BOARD OF SUPERVISORS

RESOLUTION # ____________________

APPROVING RESIDENTIAL PARCEL SPLIT

WHEREAS, a Residential Parcel Split of Brannaman Acres First Addition (Case # JPS22-0001) to Linn County, Iowa, containing three (3) lots, numbered lot 1, lettered lot A, and outlot A, has been filed for approval, a subdivision of real estate located in the SWNW of Section 6, Township 82 North, Range 5 West of the 5th P.M., Linn County, Iowa, described as follows:

Beginning at the Center of said Section 6; thence S02°39'37"E along the east line of said NE ¼ SW¼, 36.50 feet; thence N89°58'17"W, 249.66 feet; thence N50"17'46"W, 47.94 feet to the south line of said SE¼ NW¼; thence S88°51'04"W along the south line of said SE¼ NW¼ and SW¼ NW¼, 2195.07 feet to the west line of said SW¼ NW¼; thence N02°05'51"W along said west line, 568.65 feet to the centerline of Abbe View Road; thence N88°51'43"E along said centerline, 2358.39 feet; thence SE-ly along said centerline on an arc of 222.84 feet of a 140.00 foot radius curve to the right, having a chord length of 200.05 feet, bearing S45°32'28"E to the east line of said SE ¼ NW ¼ ; thence S00°03'26"W along said east line, 425.27 feet to the Point of Beginning, containing 32.60 acres which includes 2.67 acres of road right of way.

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

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

WHEREAS, the following conditions as listed on the Planning and Development Staff Report of December 15, 2021 as last amended on January 18, 2022 have been addressed:

LINN COUNTY SECONDARY ROAD DEPARTMENT

1. Entrance permit required for new entrances and existing unpermitted entrances, Sec.11 and the Unified Development Code, Article IV, Sec. 107-72 § 2 (h)(5). All approved entrances shall be brought into conformance with County standards. Lot 1 and Outlot A are each allowed one access and a second with justification.
2. Dedication of road right-of-way, County Standard Specifications, Section 5. Forty feet of right-of-way on Abbe View Road adjacent to development shall be dedicated to the County for road purposes.
3. Road agreement with conditions applicable to residential parcel split cases. County Standard Specifications, Section 1.

IOWA DEPARTMENT OF TRANSPORTATION

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

LINN COUNTY PUBLIC HEALTH DEPARTMENT

1. House must be reviewed by LCPH for minimum housing standards.
2. Since the parcel is transferring ownership, the existing septic system must have a Time of Transfer inspection performed by a certified septic contractor.

NATURAL RESOURCES CONSERVATION SERVICE

1. Show approximate location of natural drainage ways and a note restricting building within the natural drainage way should be shown on the final plat. Contact the NRCS office for widths and building restriction requirements.

LINN COUNTY CONSERVATION DEPARTMENT

No conditions to be met.

LINN COUNTY EMERGENCY MANAGEMENT

No conditions to be met.

LINN COUNTY PLANNING AND DEVELOPMENT – ZONING DIVISION

1. Various revisions to the site plan and final plat.
2. Prior to approval of the final plat, the owner must sign an "Acceptance of Conditions" form. The "Acceptance of Conditions" form states that the owner understands and agrees to comply with the agreed upon conditions as stated in the staff report.
3. This plat lies within the 2-mile jurisdiction of the City of Mount Vernon. As per Chapter 354 of the Code of Iowa, a certified resolution by any municipality that has authority to review the plat to either approve the plat or waive its right to review must be provided.
4. Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.
5. The remaining land of the parent parcel in the SW ¼ NW and SE ¼ NW ¼ of Sec. 06-82-5 will result in a parcel of less than 35 acres as a part of the final plat, the lot will be non-buildable until brought into conformance with the Linn County UDC and will require the note: "This parcel may only be developed in accordance with all development regulations in effect at the time development is proposed" on the plat.
6. The proposed subdivision name and proposed names of all roads, streets and lanes shall be submitted for review and approval by the Linn County Auditor's office prior to approval of the final plat.
7. One original and one complete copy of the final plat bound documents that must include the following:
   (i) Owner's certificate and dedication certificate executed in the form provided by the laws of Iowa, dedicating to Linn County title to all property intended for public use, including public roads
   (ii) Title opinion and a consent to plat signed by the mortgage holder if there is a mortgage or encumbrance on the property as well as a release of all streets, easements, or other areas to be conveyed or dedicated to local government units within which the land is located
   (iii) Surveyor's certificate
   (iv) Auditor's certificate
   (v) Resolution of the Planning and Zoning Commission
   (vi) Resolution of the Board of Supervisors
   (vii) Resolution of approval or waiver of review by applicable municipalities
   (viii) Treasurer's certificate
   (ix) Agricultural Land Use Notification. The landowner shall ensure that such notification shall be attached to the deed and shall become a separate entry on the abstract of title for all the property that is subject of the permit or development as per Article V, Section 107-91, § (h) of the Unified Development Code.
   (x) Restrictive covenants or deed restrictions, as separate instruments, not combined with any other instrument
   (xi) Ten original signed plat drawings
   (xii) A covenant for a secondary road assessment
8. Final plat bound copies must be approved by the Linn County Board of Supervisors on or before **JANUARY 18, 2023** as per Article IV, Section 107-72, § (1)(g), and shall be recorded within 1 year of that approval, as per Article IV, Section 107-72, § (2)(f), of the Unified Development Code.

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

NOW, THEREFORE BE IT FURTHER RESOLVED, by the Board of Supervisors, of Linn County, Iowa, that said plat and plat proceedings shall not be changed or altered in any way, without the approval of the Linn County Board of Supervisors. Said plat and plat proceedings shall be recorded by May 25, 2023 to be valid.

Passed and approved this 25th day of May, 2022

Linn County Board of Supervisors

____
Chair

____
Vice Chair

____
Supervisor

Aye:

Nay:

Abstain:

Absent:

Attest:

____
Joel Miller, Linn County Auditor

Linn County Engineer

____
Brad Ketels, Engineer

State of Iowa)
) SS
County of Linn)

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

___ Aye ___ Nay ___ Abstain ___ Absent

____
Joel Miller

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

on this ______ day of __________________________, 2022.

____
Notary Public State of Iowa

Quotation # Q-439315

Date: April 8, 2022

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 137113 Contract # ENTERPRISE AGREEMENT

County of Linn
Information Technology Dept
1240 26th Avenue Ct Sw
Cedar Rapids, IA 52404-3402

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 6/24/2021 To: 7/5/2022

ATTENTION: Jason Siebrecht
PHONE: 319-892-5275
EMAIL: jason.siebrecht@linncounty.org

Material	Qty	Term	Unit Price	Total
168182	1	Year 1	$145,000.00	$145,000.00
Populations of 150,001-250,000 Small Government Term Enterprise License Agreement				
168182	1	Year 2	$155,000.00	$155,000.00
Populations of 150,001-250,000 Small Government Term Enterprise License Agreement				
168182	1	Year 3	$165,000.00	$165,000.00
Populations of 150,001-250,000 Small Government Term Enterprise License Agreement				
159166	1		$5,000.00	$5,000.00
Year 1 - ArcGIS Hub Premium ArcGIS Online Community Term License				
159168	1		$1,000.00	$1,000.00
Year 1 - ArcGIS Hub Premium Additional 1000 ArcGIS Online Community Creator Term License				
159166	1		$5,000.00	$5,000.00
Year 2 - ArcGIS Hub Premium ArcGIS Online Community Term License				
159168	1		$1,000.00	$1,000.00
Year 2 - ArcGIS Hub Premium Additional 1000 ArcGIS Online Community Creator Term License				

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	Email:	Phone:
Matt Hoehn	mhoehn@esri.com	(636) 949-6620 x8553

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Quotation # Q-439315

Date: April 8, 2022

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853 Fax: (909) 307-3049
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

Customer # 137113 Contract # ENTERPRISE AGREEMENT

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1240 26th Avenue Ct Sw
Cedar Rapids, IA 52404-3402

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Quote is valid from: 6/24/2021 To: 7/5/2022

ATTENTION: Jason Siebrecht
PHONE: 319-892-5275
EMAIL: jason.siebrecht@linncounty.org

Material	Qty	Term	Unit Price	Total
159166	1		$5,000.00	$5,000.00
Year 3 - ArcGIS Hub Premium ArcGIS Online Community Term License				
159168	1		$1,000.00	$1,000.00
Year 3 - ArcGIS Hub Premium Additional 1000 ArcGIS Online Community Creator Term License				

Subtotal:	$483,000.00
Sales Tax:	$0.00
Estimated Shipping and Handling (2 Day Delivery):	$0.00
Contract Price Adjust:	$0.00
Total:	$483,000.00

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	**Email:**	**Phone:**
Matt Hoehn	mhoehn@esri.com	(636) 949-6620 x8553

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Cedar Rapids, IA 52404-3402

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 6/24/2021 To: 7/5/2022

ATTENTION: Jason Siebrecht
PHONE: 319-892-5275
EMAIL: jason.siebrecht@linncounty.org

If you have made ANY alterations to the line items included in this quote and have chosen to sign the quote to indicate your acceptance, you must fax Esri the signed quote in its entirety in order for the quote to be accepted. You will be contacted by your Customer Service Representative if additional information is required to complete your request.

If your organization is a US Federal, state, or local government agency; an educational facility; or a company that will not pay an invoice without having issued a formal purchase order, a signed quotation will not be accepted unless it is accompanied by your purchase order.

In order to expedite processing, please reference the quotation number and any/all applicable Esri contract number(s) (e.g. MPA, ELA, SmartBuy, GSA, BPA) on your ordering document.

BY SIGNING BELOW, YOU CONFIRM THAT YOU ARE AUTHORIZED TO OBLIGATE FUNDS FOR YOUR ORGANIZATION, AND YOU ARE AUTHORIZING ESRI TO ISSUE AN INVOICE FOR THE ITEMS INCLUDED IN THE ABOVE QUOTE IN THE AMOUNT OF $___________, PLUS SALES TAXES IF APPLICABLE. DO NOT USE THIS FORM IF YOUR ORGANIZATION WILL NOT HONOR AND PAY ESRI'S INVOICE WITHOUT ADDITIONAL AUTHORIZING PAPERWORK.

Please check one of the following:

___ I agree to pay any applicable sales tax.

___ I am tax exempt, please contact me if exempt information is not currently on file with Esri.

______________________________ ______________________
Signature of Authorized Representative **Date**

____
Name (Please Print)

____
Title

Any estimated sales and/or use tax reflected on this quote has been calculated as of the date of this quotation and is merely provided as a convenience for your organization's budgetary purposes. Esri reserves the right to adjust and collect sales and/or use tax at the actual date of invoicing. If your organization is tax exempt or pays state tax directly, then prior to invoicing, your organization must provide Esri with a copy of a current tax exemption certificate issued by your state's taxing authority for the given jurisdiction.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact:	Email:	Phone:
Matt Hoehn	mhoehn@esri.com	(636) 949-6620 x8553

The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at https://go.esri.com/MAPS apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at https://www.esri.com/en-us/legal/terms/state-supplemental apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

 This offer is limited to the terms and conditions incorporated and attached herein.

Esri Use Only:
Cust. Name ______________
Cust. # ______________
PO # ______________
Esri Agreement # ___________

SMALL ENTERPRISE AGREEMENT
COUNTY AND MUNICIPALITY GOVERNMENT
(E214-6)

This Agreement is by and between the organization identified in the Quotation (**"Customer"**) and **Environmental Systems Research Institute, Inc.** (**"Esri"**).

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

Table A
List of Products

Uncapped Quantities
Desktop Software and Extensions (Single Use)
ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager, ArcGIS Data Reviewer

Enterprise Software and Extensions
ArcGIS Enterprise and Workgroup (Advanced and Standard)
ArcGIS Monitor
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst, ArcGIS Network Analyst, ArcGIS Schematics, ArcGIS Workflow Manager

Enterprise Additional Capability Servers
ArcGIS Image Server

Developer Tools
ArcGIS Engine
ArcGIS Engine Extensions: ArcGIS 3D Analyst, ArcGIS Spatial Analyst, ArcGIS Engine Geodatabase Update, ArcGIS Network Analyst, ArcGIS Schematics
ArcGIS Runtime (Standard)
ArcGIS Runtime Analysis Extension

Limited Quantities
One (1) Professional subscription to ArcGIS Developer
Two (2) ArcGIS CityEngine Single Use Licenses
1,000 ArcGIS Online Viewers
1,000 ArcGIS Online Creators
110,000 ArcGIS Online Service Credits
1,000 ArcGIS Enterprise Creators
15 ArcGIS Insights in ArcGIS Enterprise
15 ArcGIS Insights in ArcGIS Online
200 ArcGIS Tracker for ArcGIS Enterprise
200 ArcGIS Tracker for ArcGIS Online
7 ArcGIS Parcel Fabric User Type Extensions (Enterprise)
7 ArcGIS Utility Network User Type Extensions (Enterprise)
7 ArcGIS Trace Network User Type Extensions (Enterprise)

OTHER BENEFITS

Number of Esri User Conference registrations provided annually	**5**
Number of Tier 1 Help Desk individuals authorized to call Esri	**5**
Maximum number of sets of backup media, if requested*	**2**
Five percent (5%) discount on all individual commercially available instructor-led training classes at Esri facilities purchased outside this Agreement	

*Additional sets of backup media may be purchased for a fee

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

____
(Customer)

By: ______________________________
Authorized Signature

Printed Name: ______________________________

Title: ______________________________

Date: ______________________________

CUSTOMER CONTACT INFORMATION

Contact: ______________________________

Address: ______________________________

City, State, Postal Code: ______________________________

Country: ______________________________

Quotation Number (if applicable): ______________________________

Telephone: ______________________________

Fax: ______________________________

E-mail: ______________________________

1.0—Additional Definitions

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at https://www.esri.com/en-us/legal/terms/full-master-agreement and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—Additional Grant of License

2.1 **Grant of License.** Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 **Consultant Access.** Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—Term, Termination, and Expiration

3.1 **Term.** This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 **No Use upon Agreement Expiration or Termination.** All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 **Termination for a Material Breach.** Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 **Termination for Lack of Funds.** For an Agreement with government or government-owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—Product Updates

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at https://support.esri.com/en/other-resources/product-life-cycle. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—Maintenance

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at https://www.esri.com/en-us/legal/terms/maintenance). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.

2. The Tier 1 Help Desk will be fully trained in the Products.

3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.

4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.

5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer’s organization.

6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.

2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.

3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.

5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—Endorsement and Publicity

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—Administrative Requirements

7.1 **OEM Licenses.** Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 **Annual Report of Deployments.** At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—Ordering, Administrative Procedures, Delivery, and Deployment

8.1 Orders, Delivery, and Deployment

a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download, operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

c. Esri's federal ID number is 95-2775-732.

d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 **Order Requirements.** Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

b. The following information will be included in each Ordering Document:

(1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
(2) Order number
(3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

9.1 If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.

9.2 If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.

9.3 This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

TENDER AGREEMENT

On April 20, 2020, the Iowa Department of Transportation executed the Original Contract from the February 18, 2020 at 10:00 A.M. letting for Bid Order No. 106 & Project numbers: STBG-SWAP-C057(142)—FG-57 & STBG-SWAP-C057(138)—FG-57 to Horsfield Construction, Inc. & Subsidiary in the amount of $7,934,357.90.

Dyersville Ready Mix, Inc., an Iowa Corporation ("Dyersville Ready Mix"), through its acquisition entity and wholly owned subsidiary, BM-H Acquisition Entity, LLC, an Iowa limited liability company ("BM-H Acquisition Entity") (Dyersville Ready Mix and BM-H Acquisition Entity are collectively referred to as "Dyersville Ready Mix & Subsidiary"), purchased certain Purchased Assets pursuant to an asset purchase agreement by and between itself, Horsfield Construction, Inc., an Iowa corporation ("Horsfield Construction"), Horsfield Materials, Inc., an Iowa corporation, Horsfield Company, Inc., an Iowa corporation, Matthew P. Horsfield, Rodney Horsfield, and Maureen A. Welty dated February 21, 2022 (the "Asset Purchase Agreement"). Pursuant to the terms of the Asset Purchase Agreement, Horsfield Construction entered into an Assignment and Assumption Agreement dated March 4, 2022 under which Horsfield Construction assigned all of its rights, title, and interest in Contract ID: 57-C057-138 to Dyersville Ready Mix & Subsidiary, and Dyersville Ready Mix & Subsidiary assumed all of Horsfield Construction's rights, title, interests and obligations in Contract ID: 57-C057-138.

Dyersville Ready Mix & Subsidiary has provided herein the required performance bond and Certificate of Insurance, and agrees that all terms and conditions, provisions, etc., of the original contract remain in full effect with the new prime and contracting authority, including, but not limited to, the obligation to indemnify and hold harmless the contracting authority, as well as its officers and employees, as provided for in the specifications of the original contract.

The signatories hereto agree to accept the tender of this contract and attachments hereafter.

Dated this 4th day of May, 2022.

HORSFIELD CONSTRUCTION, INC.

By: Matthew P. Horsfield, President

[SURETY] United Fire & Casualty Company

By: Abigail R. Mohr, Attorney-in-Fact

Iowa Department of Transportation

By:

BM-H Acquisition Entity, LLC, a wholly owned subsidiary of Dyersville Ready Mix, Inc.

By: Tony A. Thier, President

BOARD OF SUPERVISORS OF LINN COUNTY

By:

Attachments to this Tender Agreement:

1. Assignment and Assumption Agreement dated March 4, 2022 between BM-H Acquisition Entity, LLC, a wholly owned subsidiary of Dyersville Ready Mix, Inc. & Subsidiary and Horsfield Construction, Inc.
2. Original Contract dated April 20, 2022 between the Linn County Board of Supervisors and Horsfield Construction, Inc. & Subsidiary
3. New Performance Bond for the Original Contract amount
4. Insurance Certificate

DATE: May 5, 2022	**AMENDMENT #: 3**
CONTRACT #: 5882HC08	**PROJECT TITLE:** HIV Client Services Program
CONTRACTOR: Linn County Treasurer dba Linn County Community Services	**TOTAL APPROVED FUNDING**: $798,587.00
CONTRACT PERIOD: April 1, 2021 - March 31, 2022	**FUNDING SOURCE:** FEDERAL: ~~$106,399.00~~ $102,699.00 STATE: $2,704.00 OTHER: ~~$689,484.00~~ $693,184.00 Interagency State: $0 Interagency Federal: $0 Private/Fees/Other: ~~$689,484.00~~ $693,184.00

This contract is amended by adjusting funding to Article IX – Budget.
The following changes have been made to the funding and Budget:

Federal funding 0806 2DAP = -$3,700.00
Other funding 0804 2RWR = +$3,700.00

Article IX - Budget:

		Approved Funding	Amendment 3	Updated funding available for July 1, 2021 through March 31, 2022
A. Case Management				
	Medical Case Management	$107,806.00		$107,806.00
	Non-Medical Case Management	$120,489.00	+$3,700.00	$124,189.00
	Brief Contact Management	$85,610.00		$85,610.00
	Maintenance Outreach Support Services April 1, 2021 – June 30, 2021	$229.00		$229.00
	Maintenance Outreach Support Services July 1, 2021 – March 31, 2022	$2,475.00		$2,475.00
	Case Management Supplies	$11,734.00		$11,734.00
B. Core Medical Services				
	Early Intervention Services (EIS)			
	Health Insurance Premium and Cost Sharing Assistance (HIPCSA)	$16,970.00		$16,970.00
	Home and Community-Based Health Services			
	Home Health Care			
	Medical Nutrition Therapy			
	Mental Health Services			

	Oral Health Care			
	Outpatient/Ambulatory Health Services (OAHS)			
	Substance Abuse Outpatient Care			
C. Support Services				
	Child Care Services			
	Emergency Financial Assistance	$53,031.00		$53,031.00
	Food Bank/Home Delivered Meals	$26,156.00		$26,156.00
	Health Education/Risk Reduction			
	Housing	$158,815.00		$158,815.00
	Linguistic Services	$364.00		$364.00
	Medical Transportation	$16,735.00		$16,735.00
	Other Professional Services			
	Outreach Services			
	Psychosocial Support Services			
	Referral for Health Care and Support Services	$36,145.00		$36,145.00
	Substance Abuse Services (residential)			
D. Infrastructure Development				
	Quality Management activities			
	Data Management activities			
	Planning and Coordination			
	Capacity Building			
	Supplies			
E. Benefit Coordination				
	Benefit Coordination	$88,810.00	-$3,700.00	$85,110.00
	Benefit Coordination Supplies	$619.00		$619.00
Sub Total		$725,988.00	$0.00	$725,988.00
Administration		$72,599.00	$0.00	$72,599.00
Total		$798,587.00	$0.00	$798,587.00

The amended contract amount on the face sheet shows an adjustment between Federal and Other funding. The contract total remains $798,587.00.

All other conditions and terms of the contract remain in effect. The contractor specifies no additional changes have been made to the Special Conditions or General Conditions. The parties hereto have executed this contract amendment on the day and year last specified below.

For and on behalf of the Department:

By:______________________________________

Ann Garvey, State Public Health Veterinarian & Deputy State Epidemiologist

For and on behalf of the Contractor:

By:______________________________________

Insert Date (required if not a digital signature): _____________

Ryan White Part B Program
Budget Modification Request Form
4/1/2019-3/31/2020

Submitted by:	Cathy Ryan
Date:	5/3/2022
Agency Name:	Linn County Community Services

	Current Amount Budgeted	Change Requested	New Amount Budgeted
A. Case Management			
Medical Case Management	$107,806		$107,806
Non Medical Case Management	$120,489	$3,700	$124,189
Brief Contact Management	$85,610		$85,610
Maintenance Outreach Support Services	$2,704		$2,704
Case Management Supplies	$11,734		$11,734
B. Core Medical Services			
Early Intervention Services			$0
Health Insurance Premium & Cost Sharing	$16,970		$16,970
Home & Community-Based Health Services			$0
Home Health Care			$0
Medical Nutrition Therapy			$0
Mental Health			$0
Oral Health Care			$0
Outpatient/Ambulatory Services			$0
Substance Abuse Outpatient Care			$0
C. Support Services			
Child Care Services			$0
Emergency Financial Assistance	$53,031		$53,031
Food Bank/Home Delivered Meals	$26,156		$26,156
Health Education/Risk Reduction			$0
Housing	$158,815		$158,815
Linguistic Services	$364		$364
Medical Transportation	$16,735		$16,735
Other Professional Services			$0
Outreach Services			$0
Psychosocial Support Services			$0
Referral for Health Care & Support Services	$36,145		$36,145
Substance Abuse Services: Residential			$0
D. Infrastructure Development			
Quality Management Activities			$0
Data management Activities			$0
Planning and Coordination Activities			$0
Capacity Building			$0
Supplies			$0
E. Benefit Coordination			
Benefit Coordination	$88,810	-$3,700	$85,110
Benefit Coordination Supplies	$619		$619
Subtotal (RW Rebate Funding)	$616,885	$3,700	$620,585
Subtotal (ERF Funding)	$106,399	-$3,700	$102,699
Subtotal (state funding)	$2,704	$0	$2,704
Combined Subtotal	$725,988	$0	$725,988
Administration (if affected by change)	$72,599	$0	$72,599
Total	$798,587	$0	$798,587

Please provide a narrative justification for the budget modification request:

Overspent the RW Rebate (Other) Funding by approx. $3,700.00 and underspent in ERF (Federal) Funding. No change to full award amount.

Provider Contract: Service and Rate Attachment – FY2023

Effective July 1, 2022 – June 30, 2023

Provider: Options of Linn County ECR/CSN# 3317

1240 26th Avenue Court SW, Cedar Rapids, IA 52404

Chart of Acct #	Procedure Code	Service	Approved FY2022 Rate	Unit of Service	Approved FY2023 Rate
50367	T2020 U1	Day hab, daily ECR (T2020 U1) ID	$70.22	Daily	$70.22
50367	T2020 U2	Day hab, daily ECR (T2020 U2) ID	$73.68	Daily	$73.68
50367	T2020 U3	Day hab, daily ECR (T2020 U3) ID	$83.91	Daily	$83.91
50367	T2020 U4	Day hab, daily ECR (T2020 U4) ID	$85.10	Daily	$85.10
50367	T2020 U5	Day hab, daily ECR (T2020 U5) ID	$99.10	Daily	$99.10
50367	T2020 U6	Day hab, daily ECR (T2020 U6) ID	$121.18	Daily	$121.18
50367	T2021	Day Care, Adult, 15 min	$4.57	15 MIN	$4.57

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

Agreement to Provide Named FY23 Services at Noted Rates

____

Options of Linn County **Date**

____

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

Ann Cameron Williams, Ph.D.

Awilliams@ecriowa.us **563.589.7870**

INSTRUCTIONS FOR POLICIES AND BILLING TO THE MHDS OF THE EAST CENTRAL REGION

1. As an East Central Region provider, priority shall be given to ECR consumers over non-ECR residents when daily supported community living openings become available. Please contact Jan Shaw (319-688-5824, jshaw@johnsoncountyiowa.gov) about your current or anticipated openings.
2. As listed, billed services must indicate procedure code; HCPCS and/or CPT with Clinician Modifier to clarify the credentialed clinician funded by service/rate.
3. Provider shall submit individuals served during the billing time period (utilizing a Demographic Information Form unless an ECR application has been previously completed) when they submit their billings as per the ECR "Services by Individual for Lump Sum Payments Procedure":
   a. Drop In Center providers should submit the daily sign-in sheets with enough information to identify individuals or a list of individuals. Daily sign-in sheets should continue to be submitted even if a list is utilized for this purpose so we can review attendance patterns.
   b. The Region has the discretion to request a quarterly review.
   c. If so requested, quarterly reviews should be mailed securely to claims@ecriowa.us or sent to Buchanan County Community Services, 210 5th Avenue NE, Independence, IA 50644.
4. It is the expectation of the ECR that when Medicaid funding becomes available for crisis services that providers will be enrolled as a Medicaid provider to receive such funding.
5. Training service provided and materials reimbursed per itemized statement/receipt with prior approval of ECR. (COA#05373 Public/Education).
6. Per the Iowa Health Link program transition, please indicate by a check mark which Managed Care Organization (MCO) you have contracted with for the reimbursement through Iowa Medicaid fee-for-service:

   1. ______________ Amerigroup Iowa, Inc. ________Iowa Total Care
7. ECR will not subsidize Medicaid. Co-pays and deductibles assigned by Medicare or any third party payer may be funded but Regional payment will not exceed the difference between the contracted rate and insurance payment. ECR will not pay when Medicaid or other 3rd party decertifies.
8. Drop in centers shall bill Medicaid for the service when it is a peer drop in when possible.
9. Provider is responsible to assist consumers to obtain Medicaid for Employed People with disabilities within 3 months from the start of supported community living or peer services.
10. Provider shall review signed contract and claims letter (next page) yearly.
11. As funds are available, the Region will fund collateral time for licensed mental health practitioners to communicate and coordinate services for children with other providers, family, and educators. Collateral time will be billed in 15 minute units and may be billed in the amount of up to 2 units per month per qualifying child. The rate for collateral time will be $20 per unit, regardless of the licensing status of the mental health practitioner. These funds are capped and services may be discontinued if completely expended prior to the end of the fiscal year.
12. Please provide the number of direct support staff that are employed for Supported Community Living (32329) Total FTE (include contracted staff) _____.

13. The MDHS services and rates identified in this contract document are approved by the MH/DS of the East Central Region Governing Board for the fiscal year named above.

Please ensure that all of the following are included on invoices sent to the Region. Name that matches the W-9 you submitted (if the name or address changes, please submit a new W-9)

- Mailing address
- Name and unique identifier of each individual served during the reporting period (if billed by person)
- CPT, COA code, and/or name of service(s) provided
- Number of units of service, unit rate (this should be the approved rate) and total cost of units provided to each individual
  - If you would like a form with formulas to calculate totals, please e-mail claims@ecriowa.us and we will provide the form.
  - If an individual has a co-pay, the total amount billed should be reduced, not the unit rate. It is very helpful if the invoice indicates the amount of co-pay.
- Total of the invoice-we match this total to the total in our system to ensure everything was entered correctly
- For RCFs, please send a copy of how you calculated the individual's CP and a list of out of facility days for each individual.

We want to provide a couple clarifications or reminders about claims.

- Providers are expected to submit invoices within sixty (60) days of the service unless the provider is waiting for third party payment. No bill will be paid that is over one year old from the date of service rendered without specific approval from the Governing Board or unless there is a statutory obligation.
- The region pays the following utilities: water, sewer, garbage, gas, and electric.
- For utility bills, we must receive the bill (current or past) which shows the charge for the time for which the payment is requested. A past due bill is not enough since it doesn't show where the past due amount came from. Payment is based upon the dates of service, not the date of the bill.

For further questions, please contact Claims:

- Claims@ecriowa.us
- MH/DS of the East Central Region
  210 5th Ave NE
  Independence, IA 50644
- 319-334-7450

Thank you for providing these important services to the people of the East Central Region.

First Amendment to the Protective Program Contract

This Amendment to Contract Number DCAT4-22-016 is effective as of July 1, 2022, between the Iowa Department of Human Services (Agency) and Linn County Board of Supervisors (Contractor).

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

Revision 1. Contract Duration. The Contract is hereby extended from July 1, 2022, through June 30, 2023.

Revision 2. CONTRACT DECLARATIONS AND EXECUTION, Contractor's Contract Manager Name/Address/Phone/E-Mail, is deleted and replaced as follows:
Ben Rogers, Chair, Linn County Board of Supervisors
935 2nd Street SW
Cedar Rapids, IA 52404
Phone: 319-892-5714
E-mail: Ben.rogers@linncountyiowa.gov

Revision 3. 1.3.4.7, Travel Expenses, is hereby added to the contract:
Travel Expenses. If the Contract requires the Agency to reimburse the Contractor for costs associated with transportation, meals, and lodging incurred by the Contractor for travel, such reimbursement shall be limited to travel directly related to the services performed pursuant to this Contract that has been approved in advance by the Agency in writing. Travel-related expenses shall not exceed the maximum reimbursement rates applicable to employees of the State of Iowa as set forth in the Department of Administrative Services' State Accounting Policy and Procedures Manual, Section 210 https://das.iowa.gov/state-accounting/sae-policies-procedures-manual , and must be consistent with all Iowa Executive Orders currently in effect. The Contractor agrees to use the most economical means of transportation available and shall comply with all travel policies of the State. The Contractor shall submit original, itemized receipts and any other supporting documentation required by Section 210 and Iowa Executive Orders to substantiate expenses submitted for reimbursement.

To be reimbursed for lodging that occurred at a lodging provider that must pay Iowa hotel/motel taxes, prior to the lodging event, the Contractor shall confirm that the lodging provider has received the Human Trafficking Prevention Training Certification at the website maintained by the Iowa Department of Public Safety, currently at https://stophtiowa.org/certified-locations , as required by Iowa Code § 80.45A(5). The Contractor shall submit to the Agency a screen shot of this verification showing the lodging provider is a certified location with the claim for reimbursement.

Revision 4. 1.5, Data and Security, is hereby deleted and replaced as follows:

1.5 Data and Security. If this Contract involves Confidential Information, the following terms apply:
1.5.1 Data and Security System Framework. The Contractor shall comply with either of the following:
• Provide certification of compliance with a minimum of one of the following security frameworks, if the Contractor is storing Confidential Information electronically: NIST SP 800-53, HITRUST version 9, COBIT 5, CSA STAR Level 2 or greater, or ISO 27001 prior to implementation of the system and again when the certification(s) expire,
or
• Provide attestation of a passed information security risk assessment, passed network penetration scans, and passed web application scans (when applicable) prior to implementation of the system and again annually thereafter. For purposes of this section, "passed" means no unresolved high or critical findings.

1.5.2 Vendor Security Questionnaire. If not previously provided to the Agency through a procurement process specifically related to this Contract, the Contractor shall provide a fully completed copy of the Agency's Vendor Security Questionnaire (VSQ).

1.5.3 Cloud Services. If using cloud services to store Agency Information, the Contractor shall comply with either of the following:
• Provide written designation of FedRAMP authorization with impact level moderate prior to implementation of the system, or
• Provide certification of compliance with a minimum of one of the following security frameworks:
NIST SP 800-53, HITRUST version 9, COBIT 5, CSA STAR Level 2 or greater, or ISO 27001 prior to implementation of the system and again when the certification(s) expire.

1.5.4 Addressing Concerns. The Contractor shall timely resolve any outstanding concerns identified by the Agency regarding the Contractor's submissions required in this section.

Revision 5. 3.1.15, Domestic preferences for procurements, is hereby added to the contract:
3.1.15 Domestic preferences for procurements. As appropriate and to the extent consistent with law, as provided in 2 C.F.R. 200.322, Domestic Preference for Procurements, the non-federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all sub-awards including all contracts and purchase orders for work or products under this award. For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. The Contractor shall comply with 2 C.F.R. 200.322, to the extent applicable.

Revision 6. 3.1.16, Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment, is hereby added to the contract:
3.1.16 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.
Recipients and sub-recipients, in accordance with 2 C.F.R. 200.216, Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment, are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- Telecommunications or video surveillance services provided by such entities or using such equipment.
- Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

The Contractor certifies that it will comply with 2 C.F.R. 200.216, Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment, to the extent applicable.

Revision 7. Section 1.3.4, Pricing. The maximum amount the Contractor will be compensated is hereby amended to $129,805.00 for the entire term of the Contract.

Revision 8. Section 1.3.4.1, Payment Table. Contract payments are amended as follows:

Payment Table

Contract Duration	**Amount Not to Exceed**
07/01/22 - 06/30/23	**$44,935.00**
07/01/22 - 06/30/23	**$44,935.00**

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

Revision 9. 1.3.4.2, Payment Methodology, is deleted and replaced as follows:
The contractor will be paid an all-inclusive rate of $37.80 per unit of service, not to exceed 1,082.94 units; however Emergency Wrap-Around Services will be based on actual expenses with accurate documentation.

Failure to meet the performance measures will result in reduction of payment. Contractor will be reimbursed as follows:
a) Meet 4 or more performance measures = 100% of actual expenses.
b) Meet 3 performance measures = 90% of actual expenses.
c) Meet less than 3 performance measures = 50% of actual expenses.

Revision 10. Federal Funds. The following federal funds information is provided

Contract Payments include Federal Funds? Yes **The contractor for federal reporting purposes under this contract is a:** Sub-recipient **UEI#:** TQ9YTRHJ1JW1 **The Name of the Pass-Through Entity:** Iowa Department of Human Services	
CFDA #: 93.556 **Grant Name:** Promoting Safe and Stable Families	**Federal Awarding Agency Name:** Department of Health and Human Services / Administration for Children and Families

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

Section 3: Execution
IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other good and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Amendment and have caused their duly authorized representatives to execute this Amendment.

Contractor, Linn County Board of Supervisors		**Agency, Iowa Department of Human Services**	
Signature of Authorized Representative:	Date:	Signature of Authorized Representative:	Date:
Printed Name: Ben Rogers		Printed Name: Matt Majeski	
Title: Chair, Linn County Board of Supervisors		Title: Service Area Manager	

First Amendment to the Regional PSSF Wraparound for DHS Cedar Rapids Service Area Contract

This Amendment to Contract Number DCAT4-22-027 is effective as of July 1, 2022, between the Iowa Department of Human Services (Agency) and Linn County Board of Supervisors (Contractor).

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

Revision 1. Contract Duration. The Contract is hereby extended from July 1, 2022, through June 30, 2023.

Revision 2. CONTRACT DECLARATIONS AND EXECUTION, Contractor's Contract Manager Name/Address/Phone/E-Mail, is deleted and replaced as follows:
Ben Rogers, Chair, Linn County Board of Supervisors
935 2nd Street SW
Cedar Rapids, IA 52404
Phone: 319-892-5714
E-Mail: Ben.rogers@linncountyiowa.gov

Revision 3. 1.3.4.7, Travel Expenses, is hereby added to the contract:
1.3.4.7 Travel Expenses. If the Contract requires the Agency to reimburse the Contractor for costs associated with transportation, meals, and lodging incurred by the Contractor for travel, such reimbursement shall be limited to travel directly related to the services performed pursuant to this Contract that has been approved in advance by the Agency in writing. Travel-related expenses shall not exceed the maximum reimbursement rates applicable to employees of the State of Iowa as set forth in the Department of Administrative Services' State Accounting Policy and Procedures Manual, Section 210 https://das.iowa.gov/state-accounting/sae-policies-procedures-manual , and must be consistent with all Iowa Executive Orders currently in effect. The Contractor agrees to use the most economical means of transportation available and shall comply with all travel policies of the State. The Contractor shall submit original, itemized receipts and any other supporting documentation required by Section 210 and Iowa Executive Orders to substantiate expenses submitted for reimbursement.

To be reimbursed for lodging that occurred at a lodging provider that must pay Iowa hotel/motel taxes, prior to the lodging event, the Contractor shall confirm that the lodging provider has received the Human Trafficking Prevention Training Certification at the website maintained by the Iowa Department of Public Safety, currently at https://stophtiowa.org/certified-locations , as required by Iowa Code § 80.45A(5). The Contractor shall submit to the Agency a screen shot of this verification showing the lodging provider is a certified location with the claim for reimbursement.

Revision 4. 1.5, Data and Security, is hereby deleted and replaced as follows:

1.5.1 Data and Security System Framework. The Contractor shall comply with either of the following:

- Provide certification of compliance with a minimum of one of the following security frameworks, if the Contractor is storing Confidential Information electronically: NIST SP 800-53, HITRUST version 9, COBIT 5, CSA STAR Level 2 or greater, or ISO 27001 prior to implementation of the system and again when the certification(s) expire,

or

- Provide attestation of a passed information security risk assessment, passed network penetration scans, and passed web application scans (when applicable) prior to implementation of the system and again annually thereafter. For purposes of this section, "passed" means no unresolved high or critical findings.

1.5.2 Vendor Security Questionnaire. If not previously provided to the Agency through a procurement process specifically related to this Contract, the Contractor shall provide a fully completed copy of the Agency's Vendor Security Questionnaire (VSQ).

1.5.3 Cloud Services. If using cloud services to store Agency Information, the Contractor shall comply with either of the following:

- Provide written designation of FedRAMP authorization with impact level moderate prior to implementation of the system, or
- Provide certification of compliance with a minimum of one of the following security frameworks:

NIST SP 800-53, HITRUST version 9, COBIT 5, CSA STAR Level 2 or greater, or ISO 27001 prior to implementation of the system and again when the certification(s) expire.

1.5.4 Addressing Concerns. The Contractor shall timely resolve any outstanding concerns identified by the Agency regarding the Contractor's submissions required in this section.

Revision 5. 3.1.15, Domestic preferences for procurements, is hereby added to the contract:

3.1.15 Domestic preferences for procurements. As appropriate and to the extent consistent with law, as provided in 2 C.F.R. 200.322, Domestic Preference for Procurements, the non-federal entity should, to the greatest extent practicable under a federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all sub-awards including all contracts and purchase orders for work or products under this award. For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. The Contractor shall comply with 2 C.F.R. 200.322, to the extent applicable.

Revision 6. 3.1.16, Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment, is hereby added to the contract:
3.1.16 Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment.
Recipients and sub-recipients, in accordance with 2 C.F.R. 200.216, Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment, are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

As described in Public Law 115-232, section 889, covered telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities).

- For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities).
- Telecommunications or video surveillance services provided by such entities or using such equipment.
- Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country.

The Contractor certifies that it will comply with 2 C.F.R. 200.216, Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment, to the extent applicable.

Revision 6. Federal Funds. The following federal funds information is provided

Contract Payments include Federal Funds? Yes **The contractor for federal reporting purposes under this contract is a:** Sub-recipient **UEI#** TQ9YTRHJ1JW1 **The Name of the Pass-Through Entity:** Iowa Department of Human Services	
CFDA #: 93.556 **Grant Name:** Promoting Safe and Stable Families	**Federal Awarding Agency Name:** Department of Health and Human Services / Administration for Children and Families

Section 2: Ratification & Authorization
Except as expressly amended and supplemented herein, the Contract shall remain in full force and effect, and the parties hereby ratify and confirm the terms and conditions thereof. Each party

to this Amendment represents and warrants to the other that it has the right, power, and authority to enter into and perform its obligations under this Amendment, and it has taken all requisite actions (corporate, statutory, or otherwise) to approve execution, delivery and performance of this Amendment, and that this Amendment constitutes a legal, valid, and binding obligation.

Section 3: Execution

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

Contractor, Linn County Board of Supervisors		**Agency, Iowa Department of Human Services**	
Signature of Authorized Representative:	Date:	Signature of Authorized Representative:	Date:
Printed Name: Ben Rogers		Printed Name: Matt Majeski	
Title: Chair, Linn County Board of Supervisors		Title: Service Area Supervisor	

Prepared By: Linn County Secondary Road Dept., 1888 County Home Rd, Marion, IA 52302, (319)892-6400
Return To: Linn County Auditor, 935 2nd Street SE, Cedar Rapids, IA 52404, (319)892-5300

COUNTY AND CITY
PROJECT AGREEMENT

This agreement entered into this 16th day of May, by and between Linn County, Iowa, hereinafter referred to as County, and the City of Ely, hereinafter referred to as City.

WHEREAS, both the County and the City are a public agency as is defined by Section 28E.2 of the Code of Iowa, and

WHEREAS, Section 28E.3 of the Code of Iowa provides that any power or powers, privileges or authority exercised or capable of exercise by a public agency of the State of Iowa may be exercised and enjoyed jointly by a public agency of the State of Iowa having such power or powers, and

WHEREAS, it is proposed, that Rogers Creek Rd from Rogers Grove Rd to the bridge near the eastern City limits receives a rock overlay with chloride for stabilization, and

WHEREAS, the City Council and the County Board of Supervisors have informed themselves as to the proposed improvement.

IT IS NOW AGREED that the City of Ely and Linn County enter into an agreement pursuant to Chapter 28E of the Code of Iowa providing for cooperative action pursuant to the proposed roadway construction project and, said cooperative actions include the following:

1) SCOPE OF WORK – Linn County will place approximately 1,240 tons of Class A rock and 2,720 gallons of chloride on Rogers Creek Rd from Rogers Grove Rd to the bridge near the eastern City limits (11,980 Lane Feet). The City of Ely is responsible for 1,762 lane feet of the total lane footage along Rogers Creek Rd that is scheduled for a rock overlay. (15%).

2) DURATION - This Agreement shall commence on the date that both parties sign this agreement and shall continue thereafter until the final completion of the project and settlement of the financial conditions of this agreement.

3) PURPOSE - The purpose of this Agreement is to accomplish the proposed project as described herein in accordance with the aforesaid scope of work and in agreement with conditions specified in this Agreement.

4) ADMINISTRATION - The County shall be responsible for the administration of this project.

5) The City and County agree to save and indemnify and keep harmless, each other against all liabilities, judgments, costs, and expenses which may in any way come against the County or City or which in any way result from carelessness or neglect of either party or its agents, employees, or workmen in any respect whatsoever.

6) The City and County agree to indemnify and hold each other, their employees and agents, wholly harmless from any damages, claims, demands, or suits by any person or persons arising out of any acts or omissions by the City or County, its agents, servants or employees in the course of any work done in connection with any of the matters set forth in this agreement.

7) FINANCING - The County shall initially finance the cost of the project. The City shall reimburse the County for the actual cost based on estimates for the portion of the project within their corporate limits as they exist at the time the project is complete. Payment shall be made within 30 days of receipt of detailed invoice.

Qty	Unit	Item Description	Price	Total
186.00	tons	Class A rock	$15.00	$2,790.00
408.00	Gal	Calcium Chloride	$0.97	$395.76
			TOTAL	**$3,185.76**

This reimbursement is due upon completion and final acceptance of the work.

8) TERMINATION:
   a) This Agreement shall be considered binding upon the City and the County and shall not be terminated until provisions of paragraph 8b are met after actual work has begun on the project.
   b) This agreement will be terminated upon final acceptance of the work by the City and final settlement of the financial conditions set forth in paragraph 7 thereof.

Executed in triplicate, each of which shall constitute as original, by Linn County on the _________day of _______________, ______, and by the City of Ely on the 16th day of May, 2022.

BOARD OF SUPERVISORS
LINN COUNTY, IOWA

CITY OF ELY

DocuSigned by:
Eldy Miller
A2EAB9CB10EF405...

____

Eldy MIller, Mayor

____

Mayor

____

ATTEST:

____

LINN COUNTY AUDITOR

ATTEST:

DocuSigned by:
Luanne R. Miller, City Clerk
A729B8F4AD904ED...

CITY CLERK Luanne R. Miller, City Clerk

Purchase Order
#: PO301
5/23/2022

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

Vendor

BARCO MUNICIPAL PRODUCTS INC
PO BOX 45507
OMAHA NE 68145-0507
United States

TOTAL

$12,883.75

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	GARY FRANCK	(319) 892-6423	

Quantity	Units	Item	Description	Rate	Amount
100		TRAFFIC CONTROL - SIGN POSTS	TRAFFIC CONTROL - SIGN POSTS 2" X 10' 12 GAUGE	$39.35	$3,935.00
100		TRAFFIC CONTROL - SIGN POSTS	TRAFFIC CONTROL - SIGN POSTS 2" X 12' 12 GAUGE	$47.80	$4,780.00
50		TRAFFIC CONTROL - SIGN POSTS	TRAFFIC CONTROL - SIGN POSTS 2" X 14' 12 GAUGE	$55.45	$2,772.50
25		TRAFFIC CONTROL - SIGN POSTS	TRAFFIC CONTROL - SIGN POSTS 2.5" X 12' 12 GAUGE	$55.85	$1,396.25

Memo: TRAFFIC SIGN POSTS AS PER BID AND SPECIFICATIONS

Total $12,883.75

Bill To

Linn County Engineer
1888 County Home Road
Marion, IA 52302

Ship To

SECONDARY ROAD MAIN SHOP
1944 COUNTY HOME RD
MARION IA
United States

PO301

LINN COUNTY SECONDARY ROAD DEPARTMENT
1888 COUNTY HOME ROAD
MARION, IA 52302

Sign Posts
Results
5/23/2022

Specifications per Request for Quote

					Barco Municipal Products, Inc. PO Box 45507 Omaha, NE 68145-0507 (800) 228-2703 barcosales@barco1.com		**Iowa Prison Industries** 1445 E Grand Ave Des Moines, IA 50316 (515) 725-8706 sara.schnotala@iowa.gov			**Republic Companies** 737 Charlotte St Davenport, IA (563) 690-2750 mcdermottl@republicco.com		**Xcessories Squared** PO Box 135, 7350 W St Rt 104 Auburn, IL 62615 (800) 621-7948 rjohnson@x-sqrd.com	
No.	**Size (in)**	**Length (ft)**	**Gauge**	**Qty**	**Unit Price**	**Total Price**	**Unit Price**	**Discount**	**Total Price**	**Unit Price**	**Total Price**	**Unit Price**	**Total Price**
1	2	10	12	100	$ 39.35	$ 3,935.00	$ 57.40		$ 5,740.00	$ 72.15	$ 7,215.00	$ 44.94	$ 4,494.00
2	2	12	12	100	$ 47.80	$ 4,780.00	$ 70.05		$ 7,005.00	$ 86.58	$ 8,658.00	$ 53.68	$ 5,368.00
3	2	14	12	50	$ 55.45	$ 2,772.50	$ 80.35		$ 4,017.50	$ 107.13	$ 5,356.50	$ 62.41	$ 3,120.50
4	2.5	12	12	25	$ 55.85	$ 1,396.25	$ 90.90		$ 2,272.50	$ 114.40	$ 2,860.00	$ 70.43	$ 1,760.75
			TOTAL			**$12,883.75**			**$19,035.00**		**$24,089.50**		**$14,743.25**

Notes:
Barco - Lead time is 30 days
Xcessories Squared - Lead time is 30 days

Purchase Order
#: PO302
5/23/2022

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

Vendor

THOMPSON TRUCK & TRAILER
INC
7820 6TH ST SW
CEDAR RAPIDS IA 52404
United States

TOTAL

$141,225.00

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	2022 TANDEM AXLE TRUCK INTERNATIONAL HV513 SBA PER SPECIFICATIONS QUOTED TO BE USED FOR HYDRO SEEDER	$141,225.00	$141,225.00

Memo: TANDEM AXLE TRUCK CHASSIS FOR HYDRO SEEDER

Total $141,225.00

Bill To

Linn County Engineer
1888 County Home Road
Marion, IA 52302

Ship To

SECONDARY ROAD MAIN SHOP
1944 COUNTY HOME RD
MARION IA
United States

PO302

2022 Roadside Tandem Axle Truck Results

DEALER	MANUFACTURER/MODEL	TOTAL
Thompson Truck & Trailer	International HV513 SBA	$ 141,225.00
7820 6th Street SW		
Cedar Rapids, IA 52404		
563-320-7450		
jkayser@thompsontruck.com		
Truck County	Freightliner 114SD	$ 142,194.00
8415 6th Street SW SW		
Cedar Rapids, IA 52404		
319-365-0531		
dylanstepleton@truckcountry.com		
GATR Truck Center	Mack /Volvo	No Quote
700 29th Avenue SW		
Cedar Rapids, IA 5204		
319-298-1000		
erobison@gatr.net		
Cedar Rapids Truck Center	Peterbuilt	No Quote
9201 6th Street SW		
Cedar Rapids, IA 52406		
319-848-6211		
MCH Kenworth	Kenworth	No Quote
360 French Court SW		
Cedar Rapids, IA 52404		
319-362-3663		

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

Date: 5/18/2022

To: Linn County Board of Supervisors

Re: Equipment Purchase

I request to purchase a tandem axle truck from Thompson Truck & Trailer for $141,255.00

The Secondary Road Department, along with the Purchasing Department conducted an RFP for a tandem axle truck in accordance with the Linn County Procurement Policy.

This tandem axle truck meets Linn County Secondary Road Department specifications and was the low quote.

The International A26 engine in this truck is greenhouse gas compliant as it meets the EPA's 2021 Greenhouse Gas Standards (2021 GHG).

Estimated delivery: 3rd quarter 2023.

This truck chassis is for the hydro-seeder we have already purchased and will be assigned to Roadside.

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