

BOARD OF SUPERVISORSDistrict 1 | **Kirsten Running-Marquardt**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

LinnCountyIowa.gov

**LINN COUNTY BOARD OF SUPERVISORS
MEETING AGENDA**

Wednesday, May 31, 2023

10 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****Contract and Agreements**

Approve and authorize Chair to sign a Baker Group Contract for the annual maintenance contract for card access and door controls in the amount of \$9,845 at the following locations: Community Services Building, Correction Center, Court House, Election Depot, Fillmore, Juvenile Justice Center, Mental Health Access Center, Public Service Center, and the Sheriff's Office effective July 1, 2023 through June 30, 2024

Approve and authorize Chair to sign a Baker Group Contract for the annual maintenance contract for the card access and door controls in the amount of \$4,159 for the Dr. Percy and Lileah Harris building effective July 1, 2023 through June 30, 2024

Approve and authorize Chair to sign a Baker Group Contract for the annual maintenance contract for the card access and door controls in the amount of \$15,558 for the Juvenile Detention Center effective July 1, 2023 through June 30, 2024

Licenses & Permits

Approve Cigarette Permit for Casey's Marketing Co., 888 Vernon Valley Dr. SE, Cedar Rapids, noting all conditions have been met.

Approve Cigarette Permit for Whittier Market, 1002 County Home Rd., noting all conditions have been met.

Regular Agenda**Discuss and Decide on Consent Agenda**

Minutes

Discuss and decide on meeting minutes.

Claims

Discuss and decide on claims.

Second Consideration on an ordinance amending the Code of Ordinances (case PA23-0005), Linn County, Iowa, by amending provisions in Chapter 107, Unified Development Code, relating to:

- Simplifying requirements for minor site plans
- Allowing for a boundary adjustment between a non-buildable outlot and an adjacent parcel after a Land Preservation Parcel Split has been completed
- Clarifying setback requirements for detached accessory structures proposed to be located in front of a dwelling
- Changing the approval process for public campgrounds from a Conditional Use Permit to a Major Site Plan
- Updating the definition of a Two-Family Dwelling to help clarify how these units differ from Accessory Dwelling Units

Discuss and decide on Resolution authorizing and directing East Central Iowa Council of Government (ECICOG) to submit the application and associated documents for the EPA Climate Pollution Reduction Grant"

Public Comment: Five Minute Limit per Speaker

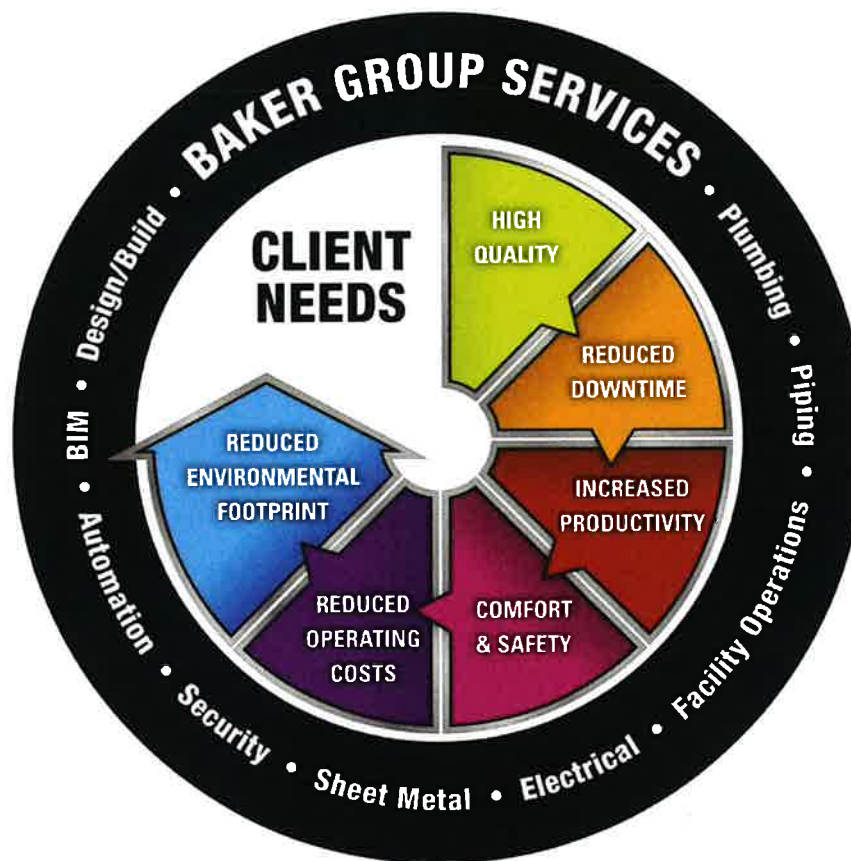
This is an opportunity for the public to address the board on any subject pertaining to board business.

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.



SUSTAINABLE WORKPLACE SOLUTIONS SERVICES AGREEMENT FOR Linn County Facilities



May 18th, 2023



Sustainable Workplace Solutions For Linn County Facilities

Table of Contents

Systems and Services

Systems and services checked below are included in the scope of this agreement. For each checked box you will find additional scope and coverage details attached.

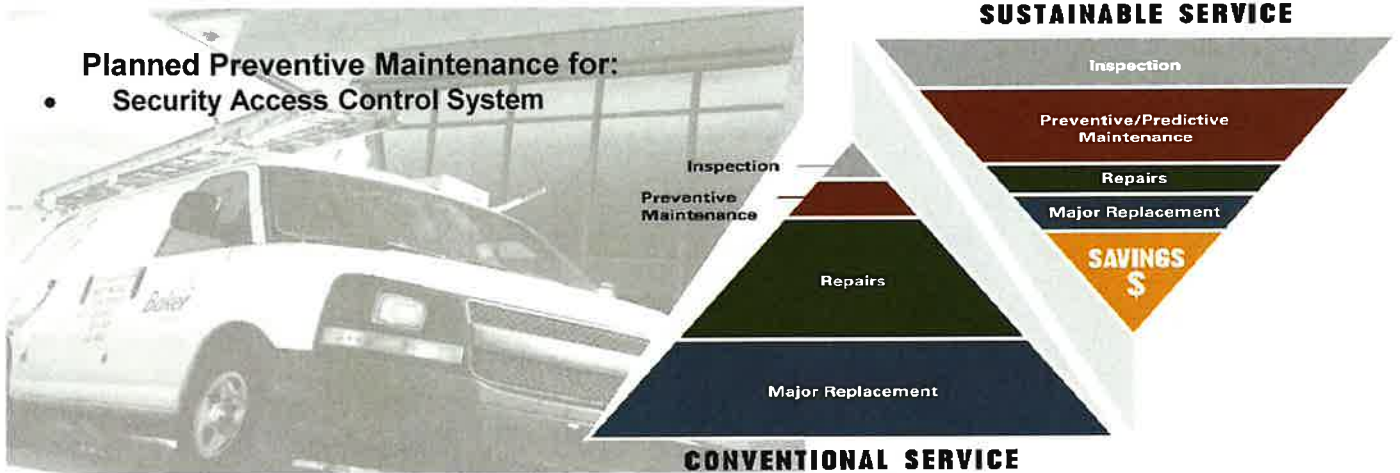
- ☐ **Heating, Ventilating, and Air Conditioning**
- ☐ **Chilled Water System**
- ☐ **Heating Water System**
- ☐ **Chemical Water Treatment**
- ☐ **Domestic Water and Plumbing Systems**
- ☐ **Building Automation System**
 - ☐ **Building Analytic Software**
- ☐ **Electrical Systems**
- ☐ **Industrial Automation**
- ☐ **Variable Frequency Drives**
- ☐ **Fire Alarm System**
- ☒ **Security Access Control System**
- ☐ **CCTV and Video Management**
- ☐ **Parking and Revenue Control System**
- ☐ **Data Center Services**
- ☐ **Lighting Control System**
- ☐ **Predictive Maintenance**
- ☐ **Infrared Imaging**
- ☐ **Indoor Environmental Improvements**
- ☐ **Utility Benchmarking**
- ☐ **Special Services Requests**



Sustainable Workplace Solutions For Linn County Facilities

Services

- Planned Preventive Maintenance for:
• Security Access Control System



Date: May 18th, 2023

Baker Group is pleased to offer professional services at your County Facilities Buildings 935 2nd St SW Cedar Rapids, IA 52404. Our team offers unique sustainable solutions designed to extend the life of your equipment and serve your needs.

This agreement will be in effect from July 1st, 2023 through June 30th, 2024. The agreement price is \$9,845.00 for the first year, to be paid annually, in advance. Pricing is valid for 60 days from above date. The agreement price will be adjusted annually by an amount not-to-exceed the published US Bureau of Labor Statistics Employment Cost Index for Civilian Workers Compensation (CIU1010000000000A) for each subsequent year. Add tax at applicable rate.

This agreement shall continue in effect from year to year after the initial term. Client will receive an automatic renewal notice 45 days prior to anniversary date. If no notice to decline the extension is received 30 days prior to the anniversary date, this agreement shall continue an additional year.

ACCEPTANCE OF AGREEMENT

Client

Linn County Facilities

By _____
Authorized Client Representative

Name (Print)

Title

Date

BAKER GROUP

By _____
Baker Group Representative

Title

Date





Sustainable Workplace Solutions For Linn County Facilities

Baker Group will provide maintenance for the systems described below:

▪ **SCHEDULE ONE - COVERED EQUIPMENT**

Sustainable Workplace Solutions

This service program is designed to provide Linn County Facilities with a long-term maintenance solution. The program will be planned, scheduled, managed, monitored and enhanced by Baker Group to extend the life of your equipment.

Preventive Maintenance

Baker Group will provide specially qualified trained technicians, engineers, and mechanics to perform the preventive maintenance tasks recommended by the equipment manufacturer via a computer prepared work order system which details exact tasks, skill levels required, special tools and special conditions as required to maintain the systems at optimum efficiency levels. Preventive Maintenance (PM) will ensure that all specified equipment is operating efficiently and will have a longer than average life expectancy. This reduces your long-term cost of equipment operation.

Administration and Reporting

Completed service visits are documented by a detailed Baker Group Service Report to assure Linn County Facilities that maintenance has been performed and the tasks are complete. Completed Service Orders will be filed in an on-site Service Log Book for future reference.

Preferred Client Rates

This agreement includes normal consumable materials such as lubricants, grease, cleaners and clean-up materials. See individual scope pages to determine if repair labor and materials are included in this agreement. If not included in this agreement, they will be billed separately at preferred client rates.

Emergency Service

Emergency service is available from Baker Group -- 24 hours a day -- 7 days a week to reduce the impact of down time and inconvenience for Linn County Facilities. If an emergency arises, skilled Baker Group technicians will be dispatched to your site with our highest service priority. Our familiarity with your systems will allow us to quickly solve the problem and return your facility to full, efficient operation. By providing quick response, disruptions will be kept to an absolute minimum. Should emergency service be required, but not covered by this agreement, it will be billed separately at preferred client rates.

Commitment to Service Excellence

In partnership with Linn County Facilities, we promise to deliver high quality Sustainable Workplace Solutions by both understanding and exceeding your expectations. A periodic review of Baker Group's performance will be scheduled. Discussions will include, but not be limited to, quality of work, facility concerns, ways to improve, changes needed, and a request for a report card on our work. Any improvements identified will be addressed in an action plan.





Sustainable Workplace Solutions For Linn County Facilities

Security System Scope

Your security system was installed to reduce the risk of injury or loss for your building occupants. This maintenance program is designed to provide Linn County Facilities with maintenance that will assure you receive full value from your security system investment. Our mutual goal is to be certain the equipment works when you need it. As an integral part of this service offering the Security System Support Services marked below will be performed by trained security system technicians. As a Baker Group Security System maintenance client, you can expect:

- Full functional system testing using specialized tools and instruments to detect malfunctions you can't find by visual inspection alone
- Testing of specified devices for proper operation
- Adjustments and calibration of system control equipment
- Complete system evaluation
- Thorough documentation confirming test completion and results
- Repair estimates for identified required corrective actions

Security Support Services

Baker Group will provide preventive maintenance to expose problems before they result in system failures. We will thoroughly inspect and test the major components of your systems checked below. In the process, Baker Group will also help reduce costly false alarms. We will Test and Inspect:

- | | |
|---|---|
| ☐ Burglar Alarm Control Panels | ☐ Power Supplies |
| ☒ Access Control Panels | ☐ Closed Circuit TV Cameras |
| ☐ Access Control Card Readers | ☐ Pan Tilt Zoom (PTZ) Control |
| ☐ Access Control Key Pads | ☐ Closed Circuit TV Multiplexers, Controllers |
| ☐ Access Control Door Strikes / Magnetic Locks | ☐ Closed Circuit TV Monitors |
| ☐ Door Status Contacts | ☐ Digital Video Recorders (DVR's) |
| ☐ Request to Exit Devices | ☐ Network Video Recorders (NVR's) |
| ☐ Glass Break Sensors | ☒ Software Maintenance and Upgrades |
| ☐ Motion Detectors | ☒ Other: DSX Workstation Verification |
| ☐ Annunciation Horns/Strobes/Sirens | ☒ Other: Visits include a tasking sheet |

Upon completion of the above scope, you will receive system improvement recommendations and documentation indicating covered system operation or a list of deficiencies for correction so you can be assured of system functionality.

- ☒ **Additional Security System Scope**
DSX Firmware Flash and (1) Annual DSX Software Upgrade
 2.

Service Coverage Type

- ☒ Preventive Maintenance Labor
- ☒ Preventive Maintenance Material
- ☐ Repair Labor
- ☐ Repair Material
- ☐ Client Training
- ☐ Systems Operation
- ☐ 24 / 7 / 365
- ☐ Other: _____



Sustainable Workplace Solutions For Linn County Facilities

Services Available from Baker Group:

Mechanical Capabilities:

Boiler Installation & Service
Chiller / Cooling Tower Installation & Service
Power House Piping
Industrial Process Piping
Stainless Steel Piping
Medical Gas Piping
Underground Piping and Utility
Plumbing Systems
HVAC Systems
Refrigeration
Compressed Air Systems

Sheet Metal Capabilities:

Specialty Metal Fabrication
Heating, Cooling, and Ventilation
Architectural Sheet Metal
Dust Collection / Filtration Systems
Kitchen and Food Prep Surfaces
Custom Machine Guards
Smoke Stacks and Boiler Stacks
Combustion Air Systems
Generator Exhaust
Damper Installation & Repair

Electrical Capabilities:

Site Utilities and Facility Power Distribution
Switchgear, Bus Way, and Cable Tray Systems
Variable Speed Drives
Lighting Systems - New and Upgrades
Electrical Power Monitoring Systems
Hazardous Location Installations
Infrared Thermography Analysis
Lightning Protection
Industrial Instrumentation and Control
Emergency Power - Generators and UPS Systems
Voice / Data / Video / Fiber

Engineering Services:

Design / Build Mechanical Engineering
AutoCAD 3-D Design & Documentation
Building Information Modeling (BIM)
USGBC LEED® – Accredited Professionals
Specialized Regulatory Commissioning
Custom Environmental Chamber Design
Energy Use Analysis and Benchmarking
Indoor Air Quality Analysis
Air Balancing – Active Pressurization Control
Refrigerant Management and Replacement
Facility Improvement Master Planning

Building and Process Automation:

Specialized Turnkey Systems Integration:
Data Analytics
Industrial PLC / HVAC / Security / Fire / Energy
Digital Temperature Control Systems
PLC Installation & Programming
SCADA (System Control and Data Acquisition)
Temperature & Pressure Transmitter Installation
Pneumatic Control Systems
Boiler Sequencing & Control Wiring
Lighting Control
Real-time Energy Monitoring & Control
Refrigerant Monitoring – Leak Reporting
Internet Based Monitoring & Control Systems
Laboratory and Critical Environment Controls

Security and Fire Alarm Systems:

I/P CCTV Surveillance Systems and Analytics
Card Access / Biometric Systems / Photo ID
POE Edge Devices and Intercom
Electrified Door Hardware, Wireless Locks
Gas Detection and Monitoring
Lightning Detection
Integrated Building Automation / Security Systems
Parking Lot Gate Controls
Parking Revenue Control Systems (PARCS)
Burglary Systems with Wireless Options
Fire Alarm Design, Install, Inspection and Service

Advanced Manufacturing and Fabrication:

Computerized Plasma Pipe Cutter
AutoCAD Connected 20' Plasma Table
AutoCAD Connected Duct Machine
TURBOBend for Architectural Metal
Electrical Assembly Prefabrication
UL508A Labeled Electrical Panel Building

Predictive Maintenance & Repair Services:

Vibration Analysis and Laser Shaft Alignment
Meg-Ohm Motor Winding Testing
Microlog Motor Condition Analysis
Equipment Start Up / Baseline Establishment
Ultra-sonic Gas Leak Detection
Boiler Combustion Efficiency Analysis
Back Flow Testing and Certification
Chiller Maintenance and Rebuilding
Scheduled Preventive Maintenance
Building Operations Staffing
Computerized Maintenance Management
Flat Fee Comprehensive Service Program

SCHEDULE ONE	AGREEMENT DATE	4/28/2022
COVERED EQUIPMENT	AGREEMENT NO:	0

SPECL = Special Training or Coverage
OPNS = On-Site Facility Operations
TI = Test and Inspect Only





Sustainable Workplace Solutions For Linn County Facilities

TERMS AND CONDITIONS

GENERAL

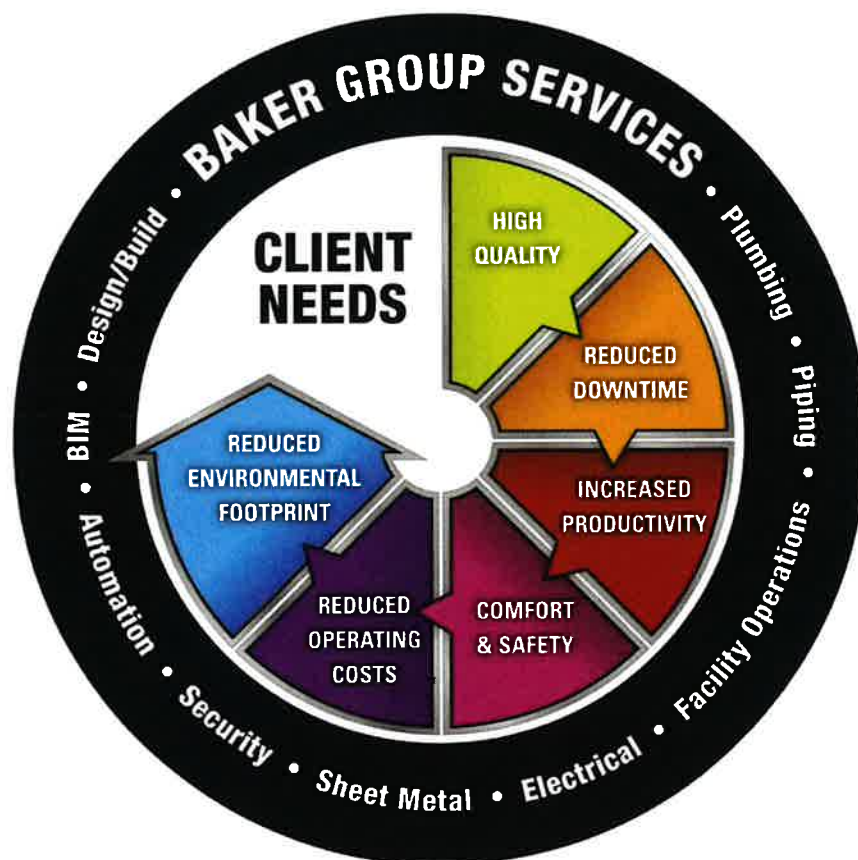
1. Baker Group agrees to perform all work in a workman-like manner and to furnish quality materials.
2. Client will provide reasonable access to all areas, systems, and equipment, and Baker Group may inspect, stop and start systems and equipment as may be necessary to perform its services under this Agreement.
3. All preventive maintenance and non-emergency repair or replacement services will be performed during normal working hours, 8:00 AM to 4:30 PM, Monday through Friday, excluding holidays or days recognized as holidays.
4. Client will notify Baker Group of any defect in any system or equipment promptly when it becomes known to them or reasonably should have become known to them.
5. If any emergency call is made at Client's request and no defect is found to be present, Baker Group may charge Client at the preferred client rate for such services.
6. In addition to any price specified in this Agreement, Client shall be responsible for any and all applicable local, state, or federal permit or registration fees or taxes, including sales, use, excise, or other similar taxes, applicable to this Agreement, including but not limited to taxes on the recovery, recycling, reclamation, handling and disposal of all refrigerants.
7. Payments due under this Agreement shall be made within thirty (30) days from the date of the invoice. Any balance unpaid after thirty (30) days from the date of the invoice shall bear a finance charge of 1.50% per month from the date of the invoice. In the event Baker Group must commence collection or legal action in order to recover any amount due under this Agreement, Client shall pay Baker Group all costs and expenses, including but not limited to attorney's fees, incurred by Baker Group.
8. After the initial term, Baker Group may adjust the price charged under this Agreement annually on the anniversary date to reflect changes in conditions and prevailing labor and material costs.
9. Client represents that all systems and equipment covered under this Agreement are in maintainable condition and meet current codes. If repairs are found necessary during the new agreement start-up inspection or the initial seasonal start-up, a repair proposal will be submitted for approval. If the repair proposal is declined, the non-maintainable items will be eliminated from the Agreement and the Agreement price adjusted accordingly. If during the term of the Agreement, covered equipment becomes non-repairable due to unavailability of replacement parts, Baker Group, at its option, may remove it from the Agreement and the Agreement price will be adjusted accordingly.
10. Repair, replacement and emergency service provisions apply only to the equipment and system(s) covered by this Agreement. The client is responsible for the replacement or repair of non-moving, non-maintainable parts, such as structural supports, stations, device mounts, ductwork, boiler shell and tubes, boiler refractory, insulating materials, equipment cabinets, fixtures, boxes, water supply lines, plumbing, oil storage tanks, oil and/or gas lines, water lines, refrigerant piping, pneumatic tubing, converter shell and tubes, heating or cooling coils, electrical wiring and conduit.
11. Client is responsible for the addition of any equipment or performance of any tests or changes in design required by insurance companies, local, state or federal authorities.
12. If the system(s) or equipment covered is altered, modified, changed or moved, this Agreement may be adjusted accordingly.
13. As part of this Agreement, Baker Group may provide capital goods or services in advance of payment. If this Agreement is canceled before the end of the initial term, Baker Group reserves the right to invoice Client for any costs incurred in excess of the revenue received by Baker Group over the period of the initial term and any extensions thereof.
14. In the event that during the term or within one (1) year after termination or non-renewal of this Agreement, Client hires a Baker Group employee to perform any or all services provided by this Agreement, Baker Group reserves the right to invoice and collect from Client an amount equal to the expected first year income of the individual.
15. The coverage included in this Agreement, including terms, conditions and schedules attached hereto and incorporated herein, will constitute the entire agreement between us. This Agreement is the confidential property of Baker Group and is provided for Client's use only. No waiver, change or modification of any terms or conditions of this Agreement shall be binding on Baker Group unless made in writing and signed by authorized management of Baker Group.
16. If the Client defaults under this Agreement, Baker Group may terminate this Agreement upon thirty (30) days written notice to Client.
17. The provisions set forth herein in the Terms and Conditions shall be controlling over any other provisions in this Agreement.
18. If any term or provision of this Agreement is held invalid or unenforceable to any extent, the remaining terms and provisions of this Agreement shall not be affected thereby, but each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
19. This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa.
20. Baker Group does accept MasterCard and VISA credit card payments. However, the vendor charges us a 4% processing fee. These charges will be passed on to the customer for invoice amounts exceeding \$2000.

LIMITATIONS OF LIABILITY, INDEMNIFICATION, AND WARRANTY DISCLAIMER

1. Baker Group shall not be liable for damage or loss due to fire, flood, lightning strikes, electrical spikes, brown outs, phase loss/reversal, corrosive substance in the air, strike lockout, dispute with workmen, inability to obtain material or services, computer virus, commotion, attack, war, terrorism, act of God, or any other cause beyond Baker Group's reasonable control.
2. In no event, whether as a result of a claim of breach of contract, breach of warranty, negligence, or otherwise, shall Baker Group or its suppliers, employees or agents be liable for any special, consequential, incidental, or penal damages arising out of or relating to this Agreement, including but not limited to, loss of profit or revenues, loss of use of any products, machinery, systems or equipment, damage to associated products, machinery, systems, or equipment, cost of capital, cost of substitute products, machinery, systems, equipment, facilities, services or replacement power, down time costs, PCI DSS compliance fines, lost profits, or claims of Client's clients for such damages. In no event shall Baker Group's liability, whether sounding in warranty, contract, tort, or otherwise, exceed the price paid under this Agreement.
3. If Client does not operate machinery, equipment or system(s) per initial design, code or manufacturer's requirements, Baker Group shall not be liable for any malfunctioning components or non-function of system or for any related damages.
4. Client acknowledges that signals which are transmitted over telephone lines, air waves, and/or other modes of communication pass through communication networks wholly beyond the control of Baker Group and therefore Baker Group shall not be held responsible for any failure which prevents transmission signals from reaching the third party monitoring company or for any related damages.
5. Baker Group assumes no responsibility and therefore shall not be liable to Client for any loss or damage suffered by Client as a result of burglary, hold-up, fire, smoke, water damage, vehicle damage, machinery, equipment, or system failure, failure of central station, or failure of municipal authority to respond to signals, or any other cause whatsoever, regardless of whether such loss or damage or personal injury or death was caused or contributed to by Baker Group's or the third party monitoring company's negligent performance or failure to perform any obligations.
6. Client agrees that false alarm assessments or like charges may be imposed by local government bodies or other organizations who Baker Group or the third party monitoring company is directed to report alarm activity. Client agrees to promptly pay any or all of such false alarm fees.
7. Client agrees that Baker Group is not an insurer and that no insurance coverage is offered herein.
8. To the fullest extent permitted by applicable law, Client shall defend, indemnify and hold harmless the Baker Group from and against any and all liabilities, obligations, claims, demands, causes of action, losses, expenses, damages, fines, awards, judgments, settlements, and penalties, including but not limited to, costs, expenses and attorneys' fees incident thereto, arising out of, based upon, or occasioned by or in connection with (a) the Baker Group's performance or non-performance of this Agreement and/or provision of goods or services to Client, and/or (b) any negligent act or omission, gross negligence, or willful conduct of Client, or that of anyone directly or indirectly employed by it or anyone for whose acts any of them may be liable, regardless of whether or not such liabilities, obligations, claims, demands, causes of action, losses, expenses, damages, fines, awards, judgments, settlements, and penalties are caused by a party indemnified hereunder.
9. In the event the Baker Group should prevail in any legal action arising out of the performance or non-performance of this Agreement, Client shall pay, in addition to any damages, all expenses of such action, including but not limited to reasonable attorneys' fees and costs.
10. Baker Group warrants materials to the extent and for the time period said materials are warranted to Baker Group by the manufacturer(s); and Baker Group's liability, if any, under this Agreement shall be limited to replacement of defective materials covered by such manufacturer(s) warranty. **NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, BAKER GROUP MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW, AS TO THE SERVICES OR THE CONDITION OF ANY MATERIALS PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OR COMPLIANCE WITH ANY APPLICABLE LEGAL REQUIREMENT.**



SUSTAINABLE WORKPLACE SOLUTIONS SERVICES AGREEMENT FOR Linn County Harris Building Entry Access



May 19th, 2023





Sustainable Workplace Solutions For Linn County Harris Building Entry Access

Table of Contents

Systems and Services

Systems and services checked below are included in the scope of this agreement. For each checked box you will find additional scope and coverage details attached.

- ☐ **Heating, Ventilating, and Air Conditioning**
- ☐ **Chilled Water System**
- ☐ **Heating Water System**
- ☐ **Chemical Water Treatment**
- ☐ **Domestic Water and Plumbing Systems**
- ☐ **Building Automation System**
 - ☐ **Building Analytic Software**
- ☐ **Electrical Systems**
- ☐ **Industrial Automation**
- ☐ **Variable Frequency Drives**
- ☐ **Fire Alarm System**
- ☐ **Security Access Control System**
- ☐ **CCTV and Video Management**
- ☐ **Parking and Revenue Control System**
- ☐ **Data Center Services**
- ☐ **Lighting Control System**
- ☐ **Predictive Maintenance**
- ☐ **Infrared Imaging**
- ☐ **Indoor Environmental Improvements**
- ☐ **Utility Benchmarking**
- ☒ **Special Services Requests**

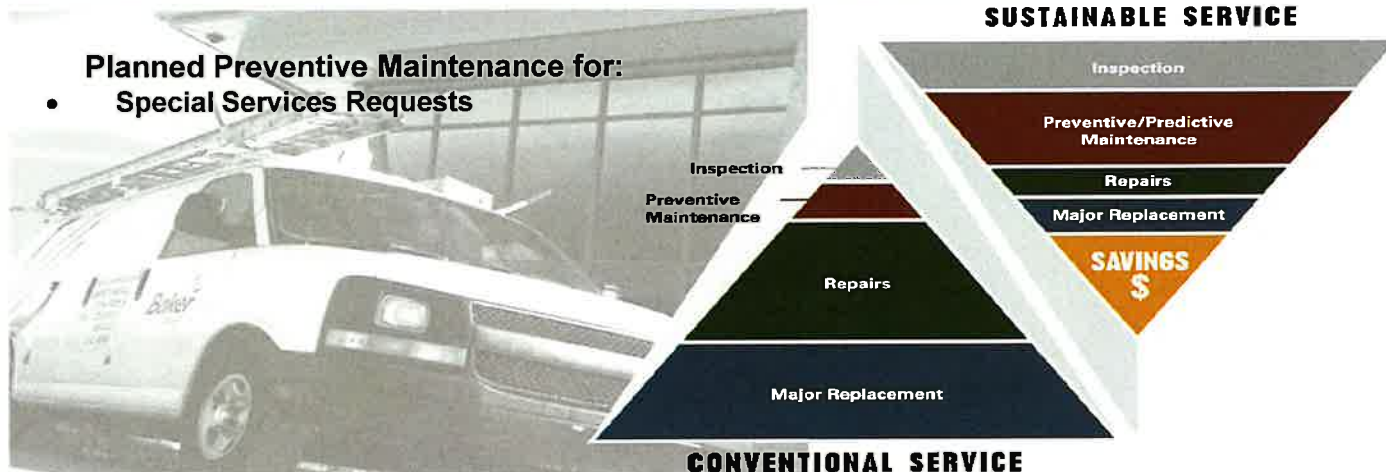


Sustainable Workplace Solutions For Linn County Harris Building Entry Access

Services

Planned Preventive Maintenance for:

- Special Services Requests



Date: May 19th, 2023

Baker Group is pleased to offer professional services at your Office Facility at 1020 6th St SE Cedar Rapids, IA . Our team offers unique sustainable solutions designed to extend the life of your equipment and serve your needs.

This agreement will be in effect from July 1st, 2023 through June 30th, 2024. The agreement price is \$4,159.00 for the first year, to be paid annually, in advance. Pricing is valid for 60 days from above date. The agreement price will be adjusted annually by an amount not-to-exceed the published US Bureau of Labor Statistics Employment Cost Index for Civilian Workers Compensation (CIU1010000000000A) for each subsequent year. Add tax at applicable rate.

This agreement shall continue in effect from year to year after the initial term. Client will receive an automatic renewal notice 45 days prior to anniversary date. If no notice to decline the extension is received 30 days prior to the anniversary date, this agreement shall continue an additional year.

ACCEPTANCE OF AGREEMENT

Client

Linn County Harris Building Entry Access

BAKER GROUP

By _____
Authorized Client Representative

By _____
Baker Group Representative

Name (Print)

Title

Title

Date

Date



Sustainable Workplace Solutions For Linn County Harris Building Entry Access

Baker Group will provide maintenance for the systems described below:



Sustainable Workplace Solutions

This service program is designed to provide Linn County Harris Building Entry Access with a long-term maintenance solution. The program will be planned, scheduled, managed, monitored and enhanced by Baker Group to extend the life of your equipment.

Preventive Maintenance

Baker Group will provide specially qualified trained technicians, engineers, and mechanics to perform the preventive maintenance tasks recommended by the equipment manufacturer via a computer prepared work order system which details exact tasks, skill levels required, special tools and special conditions as required to maintain the systems at optimum efficiency levels. Preventive Maintenance (PM) will ensure that all specified equipment is operating efficiently and will have a longer than average life expectancy. This reduces your long-term cost of equipment operation.

Administration and Reporting

Completed service visits are documented by a detailed Baker Group Service Report to assure Linn County Harris Building Entry Access that maintenance has been performed and the tasks are complete. Completed Service Orders will be filed in an on-site Service Log Book for future reference.

Preferred Client Rates

This agreement includes normal consumable materials such as lubricants, grease, cleaners and clean-up materials. See individual scope pages to determine if repair labor and materials are included in this agreement. If not included in this agreement, they will be billed separately at preferred client rates.

Emergency Service

Emergency service is available from Baker Group -- 24 hours a day -- 7 days a week to reduce the impact of down time and inconvenience for Linn County Harris Building Entry Access. If an emergency arises, skilled Baker Group technicians will be dispatched to your site with our highest service priority. Our familiarity with your systems will allow us to quickly solve the problem and return your facility to full, efficient operation. By providing quick response, disruptions will be kept to an absolute minimum. Should emergency service be required, but not covered by this agreement, it will be billed separately at preferred client rates.

Commitment to Service Excellence

In partnership with Linn County Harris Building Entry Access, we promise to deliver high quality Sustainable Workplace Solutions by both understanding and exceeding your expectations. A periodic review of Baker Group's performance will be scheduled. Discussions will include, but not be limited to, quality of work, facility concerns, ways to improve, changes needed, and a request for a report card on our work. Any improvements identified will be addressed in an action plan.





Sustainable Workplace Solutions For Linn County Harris Building Entry Access

Special Service Requests

Baker Group's Sustainable Workplace Solutions program is focused on the unique needs of clients. As requested, this program also includes:

See page 7 for visit schedule and scope.

COSTS OF OWNERSHIP



Annual Cost of Capital

Example A:

Investment \$100,000
Normal Life 10 years
Annual Cost \$10,000 per year

Example B:

Investment \$100,000
Extended Life 20 years
Annual Cost \$5,000 per year



Sustainable Workplace Solutions For Linn County Harris Building Entry Access

Services Available from Baker Group:

Mechanical Capabilities:

Boiler Installation & Service
Chiller / Cooling Tower Installation & Service
Power House Piping
Industrial Process Piping
Stainless Steel Piping
Medical Gas Piping
Underground Piping and Utility
Plumbing Systems
HVAC Systems
Refrigeration
Compressed Air Systems

Sheet Metal Capabilities:

Specialty Metal Fabrication
Heating, Cooling, and Ventilation
Architectural Sheet Metal
Dust Collection / Filtration Systems
Kitchen and Food Prep Surfaces
Custom Machine Guards
Smoke Stacks and Boiler Stacks
Combustion Air Systems
Generator Exhaust
Damper Installation & Repair

Electrical Capabilities:

Site Utilities and Facility Power Distribution
Switchgear, Bus Way, and Cable Tray Systems
Variable Speed Drives
Lighting Systems - New and Upgrades
Electrical Power Monitoring Systems
Hazardous Location Installations
Infrared Thermography Analysis
Lightning Protection
Industrial Instrumentation and Control
Emergency Power - Generators and UPS Systems
Voice / Data / Video / Fiber

Engineering Services:

Design / Build Mechanical Engineering
AutoCAD 3-D Design & Documentation
Building Information Modeling (BIM)
USGBC LEED® – Accredited Professionals
Specialized Regulatory Commissioning
Custom Environmental Chamber Design
Energy Use Analysis and Benchmarking
Indoor Air Quality Analysis
Air Balancing – Active Pressurization Control
Refrigerant Management and Replacement
Facility Improvement Master Planning

Building and Process Automation:

Specialized Turnkey Systems Integration:
Data Analytics
Industrial PLC / HVAC / Security / Fire / Energy
Digital Temperature Control Systems
PLC Installation & Programming
SCADA (System Control and Data Acquisition)
Temperature & Pressure Transmitter Installation
Pneumatic Control Systems
Boiler Sequencing & Control Wiring
Lighting Control
Real-time Energy Monitoring & Control
Refrigerant Monitoring – Leak Reporting
Internet Based Monitoring & Control Systems
Laboratory and Critical Environment Controls

Security and Fire Alarm Systems:

I/P CCTV Surveillance Systems and Analytics
Card Access / Biometric Systems / Photo ID
POE Edge Devices and Intercom
Electrified Door Hardware, Wireless Locks
Gas Detection and Monitoring
Lightning Detection
Integrated Building Automation / Security Systems
Parking Lot Gate Controls
Parking Revenue Control Systems (PARCS)
Burglary Systems with Wireless Options
Fire Alarm Design, Install, Inspection and Service

Advanced Manufacturing and Fabrication:

Computerized Plasma Pipe Cutter
AutoCAD Connected 20' Plasma Table
AutoCAD Connected Duct Machine
TURBOBend for Architectural Metal
Electrical Assembly Prefabrication
UL508A Labeled Electrical Panel Building

Predictive Maintenance & Repair Services:

Vibration Analysis and Laser Shaft Alignment
Meg-Ohm Motor Winding Testing
Microlog Motor Condition Analysis
Equipment Start Up / Baseline Establishment
Ultra-sonic Gas Leak Detection
Boiler Combustion Efficiency Analysis
Back Flow Testing and Certification
Chiller Maintenance and Rebuilding
Scheduled Preventive Maintenance
Building Operations Staffing
Computerized Maintenance Management
Flat Fee Comprehensive Service Program



Sustainable Workplace Solutions For Linn County Harris Building Entry Access

Visit Schedule and Scope

Visit 1 (March)

Mult-Day Firmware Upgrade for 112 DSX Cards



Sustainable Workplace Solutions For Linn County Harris Building Entry Access

TERMS AND CONDITIONS

GENERAL

1. Baker Group agrees to perform all work in a workman-like manner and to furnish quality materials.
2. Client will provide reasonable access to all areas, systems, and equipment, and Baker Group may inspect, stop and start systems and equipment as may be necessary to perform its services under this Agreement.
3. All preventive maintenance and non-emergency repair or replacement services will be performed during normal working hours, 8:00 AM to 4:30 PM, Monday through Friday, excluding holidays or days recognized as holidays.
4. Client will notify Baker Group of any defect in any system or equipment promptly when it becomes known to them or reasonably should have become known to them.
5. If any emergency call is made at Client's request and no defect is found to be present, Baker Group may charge Client at the preferred client rate for such services.
6. In addition to any price specified in this Agreement, Client shall be responsible for any and all applicable local, state, or federal permit or registration fees or taxes, including sales, use, excise, or other similar taxes, applicable to this Agreement, including but not limited to taxes on the recovery, recycling, reclamation, handling and disposal of all refrigerants.
7. Payments due under this Agreement shall be made within thirty (30) days from the date of the invoice. Any balance unpaid after thirty (30) days from the date of the invoice shall bear a finance charge of 1.50% per month from the date of the invoice. In the event Baker Group must commence collection or legal action in order to recover any amount due under this Agreement, Client shall pay Baker Group all costs and expenses, including but not limited to attorney's fees, incurred by Baker Group.
8. After the initial term, Baker Group may adjust the price charged under this Agreement annually on the anniversary date to reflect changes in conditions and prevailing labor and material costs.
9. Client represents that all systems and equipment covered under this Agreement are in maintainable condition and meet current codes. If repairs are found necessary during the new agreement start-up inspection or the initial seasonal start-up, a repair proposal will be submitted for approval. If the repair proposal is declined, the non-maintainable items will be eliminated from the Agreement and the Agreement price adjusted accordingly. If during the term of the Agreement, covered equipment becomes non-repairable due to unavailability of replacement parts, Baker Group, at its option, may remove it from the Agreement and the Agreement price will be adjusted accordingly.
10. Repair, replacement and emergency service provisions apply only to the equipment and system(s) covered by this Agreement. The client is responsible for the replacement or repair of non-moving, non-maintainable parts, such as structural supports, stations, device mounts, ductwork, boiler shell and tubes, boiler refractory, insulating materials, equipment cabinets, fixtures, boxes, water supply lines, plumbing, oil storage tanks, oil and/or gas lines, water lines, refrigerant piping, pneumatic tubing, converter shell and tubes, heating or cooling coils, electrical wiring and conduit.
11. Client is responsible for the addition of any equipment or performance of any tests or changes in design required by insurance companies, local, state or federal authorities.
12. If the system(s) or equipment covered is altered, modified, changed or moved, this Agreement may be adjusted accordingly.
13. As part of this Agreement, Baker Group may provide capital goods or services in advance of payment. If this Agreement is canceled before the end of the initial term, Baker Group reserves the right to invoice Client for any costs incurred in excess of the revenue received by Baker Group over the period of the initial term and any extensions thereof.
14. In the event that during the term or within one (1) year after termination or non-renewal of this Agreement, Client hires a Baker Group employee to perform any or all services provided by this Agreement, Baker Group reserves the right to invoice and collect from Client an amount equal to the expected first year income of the individual.
15. The coverage included in this Agreement, including terms, conditions and schedules attached hereto and incorporated herein, will constitute the entire agreement between us. This Agreement is the confidential property of Baker Group and is provided for Client's use only. No waiver, change or modification of any terms or conditions of this Agreement shall be binding on Baker Group unless made in writing and signed by authorized management of Baker Group.
16. If the Client defaults under this Agreement, Baker Group may terminate this Agreement upon thirty (30) days written notice to Client.
17. The provisions set forth herein in the Terms and Conditions shall be controlling over any other provisions in this Agreement.
18. If any term or provision of this Agreement is held invalid or unenforceable to any extent, the remaining terms and provisions of this Agreement shall not be affected thereby, but each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
19. This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa.
20. Baker Group does accept MasterCard and VISA credit card payments. However, the vendor charges us a 4% processing fee. These charges will be passed on to the customer for invoice amounts exceeding \$2000.

LIMITATIONS OF LIABILITY, INDEMNIFICATION, AND WARRANTY DISCLAIMER

1. Baker Group shall not be liable for damage or loss due to fire, flood, lightning strikes, electrical spikes, brown outs, phase loss/reversal, corrosive substance in the air, strike lockout, dispute with workmen, inability to obtain material or services, computer virus, commotion, attack, war, terrorism, act of God, or any other cause beyond Baker Group's reasonable control.
2. In no event, whether as a result of a claim of breach of contract, breach of warranty, negligence, or otherwise, shall Baker Group or its suppliers, employees or agents be liable for any special, consequential, incidental, or penal damages arising out of or relating to this Agreement, including but not limited to, loss of profit or revenues, loss of use of any products, machinery, systems or equipment, damage to associated products, machinery, systems, or equipment, cost of capital, cost of substitute products, machinery, systems, equipment, facilities, services or replacement power, down time costs, PCI DSS compliance fines, lost profits, or claims of Client's clients for such damages. In no event shall Baker Group's liability, whether sounding in warranty, contract, tort, or otherwise, exceed the price paid under this Agreement.
3. If Client does not operate machinery, equipment or system(s) per initial design, code or manufacturer's requirements, Baker Group shall not be liable for any malfunctioning components or non-function of system or for any related damages.
4. Client acknowledges that signals which are transmitted over telephone lines, air waves, and/or other modes of communication pass through communication networks wholly beyond the control of Baker Group and therefore Baker Group shall not be held responsible for any failure which prevents transmission signals from reaching the third party monitoring company or for any related damages.
5. Baker Group assumes no responsibility and therefore shall not be liable to Client for any loss or damage suffered by Client as a result of burglary, hold-up, fire, smoke, water damage, vehicle damage, machinery, equipment, or system failure, failure of central station, or failure of municipal authority to respond to signals, or any other cause whatsoever, regardless of whether such loss or damage or personal injury or death was caused or contributed to by Baker Group's or the third party monitoring company's negligent performance or failure to perform any obligations.
6. Client agrees that false alarm assessments or like charges may be imposed by local government bodies or other organizations who Baker Group or the third party monitoring company is directed to report alarm activity. Client agrees to promptly pay any or all of such false alarm fees.
7. Client agrees that Baker Group is not an insurer and that no insurance coverage is offered herein.
8. To the fullest extent permitted by applicable law, Client shall defend, indemnify and hold harmless the Baker Group from and against any and all liabilities, obligations, claims, demands, causes of action, losses, expenses, damages, fines, awards, judgments, settlements, and penalties, including but not limited to, costs, expenses and attorneys' fees incident thereto, arising out of, based upon, or occasioned by or in connection with (a) the Baker Group's performance or non-performance of this Agreement and/or provision of goods or services to Client, and/or (b) any negligent act or omission, gross negligence, or willful conduct of Client, or that of anyone directly or indirectly employed by it or anyone for whose acts any of them may be liable, regardless of whether or not such liabilities, obligations, claims, demands, causes of action, losses, expenses, damages, fines, awards, judgments, settlements, and penalties are caused by a party indemnified hereunder.
9. In the event the Baker Group should prevail in any legal action arising out of the performance or non-performance of this Agreement, Client shall pay, in addition to any damages, all expenses of such action, including but not limited to reasonable attorneys' fees and costs.
10. Baker Group warrants materials to the extent and for the time period said materials are warranted to Baker Group by the manufacturer(s); and Baker Group's liability, if any, under this Agreement shall be limited to replacement of defective materials covered by such manufacturer(s) warranty. **NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, BAKER GROUP MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW, AS TO THE SERVICES OR THE CONDITION OF ANY MATERIALS PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OR COMPLIANCE WITH ANY APPLICABLE LEGAL REQUIREMENT.**





SUSTAINABLE WORKPLACE SOLUTIONS SERVICES AGREEMENT FOR Linn County Juvenile Detention Center



May 18th, 2023





Sustainable Workplace Solutions For Linn County Juvenile Detention Center

Table of Contents

Systems and Services

Systems and services checked below are included in the scope of this agreement. For each checked box you will find additional scope and coverage details attached.

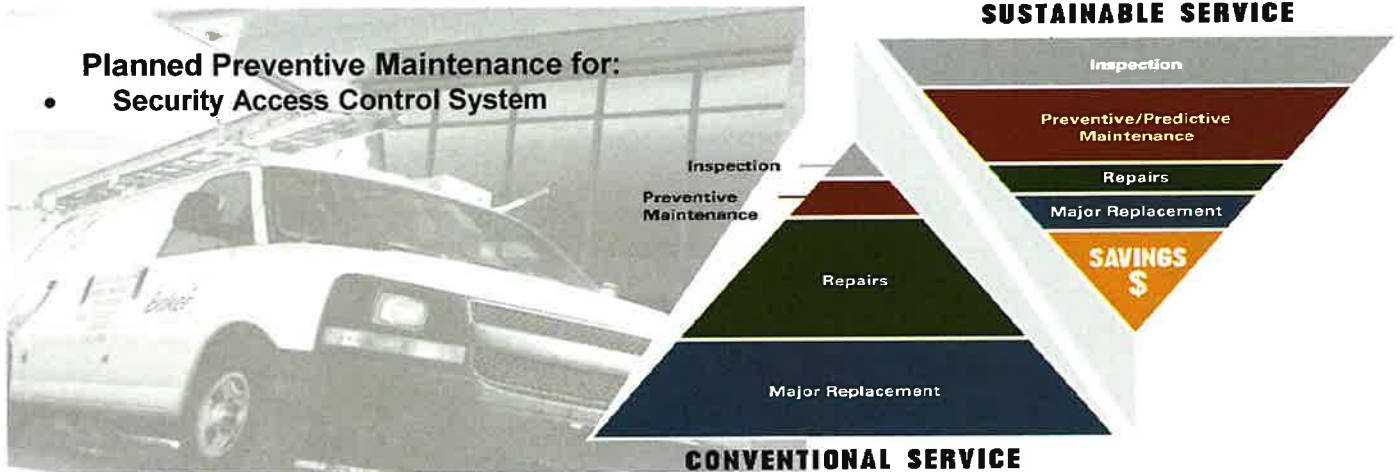
- ☐ **Heating, Ventilating, and Air Conditioning**
- ☐ **Chilled Water System**
- ☐ **Heating Water System**
- ☐ **Chemical Water Treatment**
- ☐ **Domestic Water and Plumbing Systems**
- ☐ **Building Automation System**
 - ☐ **Building Analytic Software**
- ☐ **Electrical Systems**
- ☐ **Industrial Automation**
- ☐ **Variable Frequency Drives**
- ☐ **Fire Alarm System**
- ☒ **Security Access Control System**
- ☐ **CCTV and Video Management**
- ☐ **Parking and Revenue Control System**
- ☐ **Data Center Services**
- ☐ **Lighting Control System**
- ☐ **Predictive Maintenance**
- ☐ **Infrared Imaging**
- ☐ **Indoor Environmental Improvements**
- ☐ **Utility Benchmarking**
- ☐ **Special Services Requests**



Sustainable Workplace Solutions For Linn County Juvenile Detention Center

Services

- Planned Preventive Maintenance for:
• Security Access Control System



Date: May 18th, 2023

Baker Group is pleased to offer professional services at your Juvenile Detention Facility at 800 Walford Road Cedar Rapids, IA 52404. Our team offers unique sustainable solutions designed to extend the life of your equipment and serve your needs.

This agreement will be in effect from July 1st, 2023 through June 30th, 2024. The agreement price is \$15,558.00 for the first year, to be paid annually, in advance. Pricing is valid for 60 days from above date. The agreement price will be adjusted annually by an amount not-to-exceed the published US Bureau of Labor Statistics Employment Cost Index for Civilian Workers Compensation (CIU1010000000000A) for each subsequent year. Add tax at applicable rate.

This agreement shall continue in effect from year to year after the initial term. Client will receive an automatic renewal notice 45 days prior to anniversary date. If no notice to decline the extension is received 30 days prior to the anniversary date, this agreement shall continue an additional year.

ACCEPTANCE OF AGREEMENT

Client

Linn County Juvenile Detention Center

BAKER GROUP

By _____
Authorized Client Representative

By _____
Baker Group Representative

Name (Print)

Title

Title

Date

Date





Sustainable Workplace Solutions For Linn County Juvenile Detention Center

Baker Group will provide maintenance for the systems described below:

- **SCHEDULE ONE - COVERED EQUIPMENT**

Sustainable Workplace Solutions

This service program is designed to provide Linn County Juvenile Detention Center with a long-term maintenance solution. The program will be planned, scheduled, managed, monitored and enhanced by Baker Group to extend the life of your equipment.

Preventive Maintenance

Baker Group will provide specially qualified trained technicians, engineers, and mechanics to perform the preventive maintenance tasks recommended by the equipment manufacturer via a computer prepared work order system which details exact tasks, skill levels required, special tools and special conditions as required to maintain the systems at optimum efficiency levels. Preventive Maintenance (PM) will ensure that all specified equipment is operating efficiently and will have a longer than average life expectancy. This reduces your long-term cost of equipment operation.

Administration and Reporting

Completed service visits are documented by a detailed Baker Group Service Report to assure Linn County Juvenile Detention Center that maintenance has been performed and the tasks are complete. Completed Service Orders will be filed in an on-site Service Log Book for future reference.

Preferred Client Rates

This agreement includes normal consumable materials such as lubricants, grease, cleaners and clean-up materials. See individual scope pages to determine if repair labor and materials are included in this agreement. If not included in this agreement, they will be billed separately at preferred client rates.

Emergency Service

Emergency service is available from Baker Group -- 24 hours a day -- 7 days a week to reduce the impact of down time and inconvenience for Linn County Juvenile Detention Center. If an emergency arises, skilled Baker Group technicians will be dispatched to your site with our highest service priority. Our familiarity with your systems will allow us to quickly solve the problem and return your facility to full, efficient operation. By providing quick response, disruptions will be kept to an absolute minimum. Should emergency service be required, but not covered by this agreement, it will be billed separately at preferred client rates.

Commitment to Service Excellence

In partnership with Linn County Juvenile Detention Center, we promise to deliver high quality Sustainable Workplace Solutions by both understanding and exceeding your expectations. A periodic review of Baker Group's performance will be scheduled. Discussions will include, but not be limited to, quality of work, facility concerns, ways to improve, changes needed, and a request for a report card on our work. Any improvements identified will be addressed in an action plan.





Sustainable Workplace Solutions For Linn County Juvenile Detention Center

Security System Scope

Your security system was installed to reduce the risk of injury or loss for your building occupants. This maintenance program is designed to provide Linn County Juvenile Detention Center with maintenance that will assure you receive full value from your security system investment. Our mutual goal is to be certain the equipment works when you need it. As an integral part of this service offering the Security System Support Services marked below will be performed by trained security system technicians. As a Baker Group Security System maintenance client, you can

- Full functional system testing using specialized tools and instruments to detect malfunctions you can't find by visual inspection alone
- Testing of specified devices for proper operation
- Adjustments and calibration of system control equipment
- Complete system evaluation
- Thorough documentation confirming test completion and results
- Repair estimates for identified required corrective actions

Security Support Services

Baker Group will provide preventive maintenance to expose problems before they result in system failures. We will thoroughly inspect and test the major components of your systems checked below. In the process, Baker Group will also help reduce costly false alarms. We will Test and Inspect:

- | | |
|---|--|
| ☐ Burglar Alarm Control Panels | ☐ Power Supplies |
| ☒ Access Control Panels | ☐ Closed Circuit TV Cameras |
| ☐ Access Control Card Readers | ☐ Pan Tilt Zoom (PTZ) Control |
| ☐ Access Control Key Pads | ☐ Closed Circuit TV Multiplexers, Controllers |
| ☐ Access Control Door Strikes / Magnetic Locks | ☐ Closed Circuit TV Monitors |
| ☒ Door Status Contacts | ☐ Digital Video Recorders (DVR's) |
| ☐ Request to Exit Devices | ☐ Network Video Recorders (NVR's) |
| ☐ Glass Break Sensors | ☒ Software Maintenance and Upgrades |
| ☐ Motion Detectors | ☒ Other: DSX Workstation Verification |
| ☐ Annunciation Horns/Strobes/Sirens | ☒ Other: Visits Include a tasking sheet filled out |

Upon completion of the above scope, you will receive system improvement recommendations and documentation indicating covered system operation or a list of deficiencies for correction so you can be assured of system functionality.

☐ Additional Security System Scope

- 1.
- 2.

Service Coverage Type

- ☒ Preventive Maintenance Labor
- ☒ Preventive Maintenance Material
- ☐ Repair Labor
- ☐ Repair Material
- ☒ Client Training
- ☐ Systems Operation
- ☐ 24 / 7 / 365
- ☐ Other: _____



Sustainable Workplace Solutions For Linn County Juvenile Detention Center

Services Available from Baker Group:

Mechanical Capabilities:

Boiler Installation & Service
Chiller / Cooling Tower Installation & Service
Power House Piping
Industrial Process Piping
Stainless Steel Piping
Medical Gas Piping
Underground Piping and Utility
Plumbing Systems
HVAC Systems
Refrigeration
Compressed Air Systems

Sheet Metal Capabilities:

Specialty Metal Fabrication
Heating, Cooling, and Ventilation
Architectural Sheet Metal
Dust Collection / Filtration Systems
Kitchen and Food Prep Surfaces
Custom Machine Guards
Smoke Stacks and Boiler Stacks
Combustion Air Systems
Generator Exhaust
Damper Installation & Repair

Electrical Capabilities:

Site Utilities and Facility Power Distribution
Switchgear, Bus Way, and Cable Tray Systems
Variable Speed Drives
Lighting Systems - New and Upgrades
Electrical Power Monitoring Systems
Hazardous Location Installations
Infrared Thermography Analysis
Lightning Protection
Industrial Instrumentation and Control
Emergency Power - Generators and UPS Systems
Voice / Data / Video / Fiber

Engineering Services:

Design / Build Mechanical Engineering
AutoCAD 3-D Design & Documentation
Building Information Modeling (BIM)
USGBC LEED® – Accredited Professionals
Specialized Regulatory Commissioning
Custom Environmental Chamber Design
Energy Use Analysis and Benchmarking
Indoor Air Quality Analysis
Air Balancing – Active Pressurization Control
Refrigerant Management and Replacement
Facility Improvement Master Planning

Building and Process Automation:

Specialized Turnkey Systems Integration:
Data Analytics
Industrial PLC / HVAC / Security / Fire / Energy
Digital Temperature Control Systems
PLC Installation & Programming
SCADA (System Control and Data Acquisition)
Temperature & Pressure Transmitter Installation
Pneumatic Control Systems
Boiler Sequencing & Control Wiring
Lighting Control
Real-time Energy Monitoring & Control
Refrigerant Monitoring – Leak Reporting
Internet Based Monitoring & Control Systems
Laboratory and Critical Environment Controls

Security and Fire Alarm Systems:

I/P CCTV Surveillance Systems and Analytics
Card Access / Biometric Systems / Photo ID
POE Edge Devices and Intercom
Electrified Door Hardware, Wireless Locks
Gas Detection and Monitoring
Lightning Detection
Integrated Building Automation / Security Systems
Parking Lot Gate Controls
Parking Revenue Control Systems (PARCS)
Burglary Systems with Wireless Options
Fire Alarm Design, Install, Inspection and Service

Advanced Manufacturing and Fabrication:

Computerized Plasma Pipe Cutter
AutoCAD Connected 20' Plasma Table
AutoCAD Connected Duct Machine
TURBOBend for Architectural Metal
Electrical Assembly Prefabrication
UL508A Labeled Electrical Panel Building

Predictive Maintenance & Repair Services:

Vibration Analysis and Laser Shaft Alignment
Meg-Ohm Motor Winding Testing
Microlog Motor Condition Analysis
Equipment Start Up / Baseline Establishment
Ultra-sonic Gas Leak Detection
Boiler Combustion Efficiency Analysis
Back Flow Testing and Certification
Chiller Maintenance and Rebuilding
Scheduled Preventive Maintenance
Building Operations Staffing
Computerized Maintenance Management
Flat Fee Comprehensive Service Program

SCHEDULE ONE	AGREEMENT DATE	4/28/2022
COVERED EQUIPMENT	AGREEMENT NO:	0

SPECL = Special Training or Coverage
OPNS = On-Site Facility Operations
TI = Test and Inspect Only



SCHEDULE ONE (PAGE 3)	AGREEMENT DATE	4/28/2022
COVERED EQUIPMENT	AGREEMENT NO:	0

SPECL = Special Training or Coverage
OPNS = On-Site Facility Operations
TI = Test and Inspect Only





Sustainable Workplace Solutions For Linn County Juvenile Detention Center

TERMS AND CONDITIONS

GENERAL

1. Baker Group agrees to perform all work in a workman-like manner and to furnish quality materials.
2. Client will provide reasonable access to all areas, systems, and equipment, and Baker Group may inspect, stop and start systems and equipment as may be necessary to perform its services under this Agreement.
3. All preventive maintenance and non-emergency repair or replacement services will be performed during normal working hours, 8:00 AM to 4:30 PM, Monday through Friday, excluding holidays or days recognized as holidays.
4. Client will notify Baker Group of any defect in any system or equipment promptly when it becomes known to them or reasonably should have become known to them.
5. If any emergency call is made at Client's request and no defect is found to be present, Baker Group may charge Client at the preferred client rate for such services.
6. In addition to any price specified in this Agreement, Client shall be responsible for any and all applicable local, state, or federal permit or registration fees or taxes, including sales, use, excise, or other similar taxes, applicable to this Agreement, including but not limited to taxes on the recovery, recycling, reclamation, handling and disposal of all refrigerants.
7. Payments due under this Agreement shall be made within thirty (30) days from the date of the invoice. Any balance unpaid after thirty (30) days from the date of the invoice shall bear a finance charge of 1.50% per month from the date of the invoice. In the event Baker Group must commence collection or legal action in order to recover any amount due under this Agreement, Client shall pay Baker Group all costs and expenses, including but not limited to attorney's fees, incurred by Baker Group.
8. After the initial term, Baker Group may adjust the price charged under this Agreement annually on the anniversary date to reflect changes in conditions and prevailing labor and material costs.
9. Client represents that all systems and equipment covered under this Agreement are in maintainable condition and meet current codes. If repairs are found necessary during the new agreement start-up inspection or the initial seasonal start-up, a repair proposal will be submitted for approval. If the repair proposal is declined, the non-maintainable items will be eliminated from the Agreement and the Agreement price adjusted accordingly. If during the term of the Agreement, covered equipment becomes non-repairable due to unavailability of replacement parts, Baker Group, at its option, may remove it from the Agreement and the Agreement price will be adjusted accordingly.
10. Repair, replacement and emergency service provisions apply only to the equipment and system(s) covered by this Agreement. The client is responsible for the replacement or repair of non-moving, non-maintainable parts, such as structural supports, stations, device mounts, ductwork, boiler shell and tubes, boiler refractory, insulating materials, equipment cabinets, fixtures, boxes, water supply lines, plumbing, oil storage tanks, oil and/or gas lines, water lines, refrigerant piping, pneumatic tubing, converter shell and tubes, heating or cooling coils, electrical wiring and conduit.
11. Client is responsible for the addition of any equipment or performance of any tests or changes in design required by insurance companies, local, state or federal authorities.
12. If the system(s) or equipment covered is altered, modified, changed or moved, this Agreement may be adjusted accordingly.
13. As part of this Agreement, Baker Group may provide capital goods or services in advance of payment. If this Agreement is canceled before the end of the initial term, Baker Group reserves the right to invoice Client for any costs incurred in excess of the revenue received by Baker Group over the period of the initial term and any extensions thereof.
14. In the event that during the term or within one (1) year after termination or non-renewal of this Agreement, Client hires a Baker Group employee to perform any or all services provided by this Agreement, Baker Group reserves the right to invoice and collect from Client an amount equal to the expected first year income of the individual.
15. The coverage included in this Agreement, including terms, conditions and schedules attached hereto and incorporated herein, will constitute the entire agreement between us. This Agreement is the confidential property of Baker Group and is provided for Client's use only. No waiver, change or modification of any terms or conditions of this Agreement shall be binding on Baker Group unless made in writing and signed by authorized management of Baker Group.
16. If the Client defaults under this Agreement, Baker Group may terminate this Agreement upon thirty (30) days written notice to Client.
17. The provisions set forth herein in the Terms and Conditions shall be controlling over any other provisions in this Agreement.
18. If any term or provision of this Agreement is held invalid or unenforceable to any extent, the remaining terms and provisions of this Agreement shall not be affected thereby, but each term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.
19. This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa.
20. Baker Group does accept MasterCard and VISA credit card payments. However, the vendor charges us a 4% processing fee. These charges will be passed on to the customer for invoice amounts exceeding \$2000.

LIMITATIONS OF LIABILITY, INDEMNIFICATION, AND WARRANTY DISCLAIMER

1. Baker Group shall not be liable for damage or loss due to fire, flood, lightning strikes, electrical spikes, brown outs, phase loss/reversal, corrosive substance in the air, strike lockout, dispute with workmen, inability to obtain material or services, computer virus, commotion, attack, war, terrorism, act of God, or any other cause beyond Baker Group's reasonable control.
2. In no event, whether as a result of a claim of breach of contract, breach of warranty, negligence, or otherwise, shall Baker Group or its suppliers, employees or agents be liable for any special, consequential, incidental, or penal damages arising out of or relating to this Agreement, including but not limited to, loss of profit or revenues, loss of use of any products, machinery, systems or equipment, damage to associated products, machinery, systems, or equipment, cost of capital, cost of substitute products, machinery, systems, equipment, facilities, services or replacement power, down time costs, PCI DSS compliance fines, lost profits, or claims of Client's clients for such damages. In no event shall Baker Group's liability, whether sounding in warranty, contract, tort, or otherwise, exceed the price paid under this Agreement.
3. If Client does not operate machinery, equipment or system(s) per initial design, code or manufacturer's requirements, Baker Group shall not be liable for any malfunctioning components or non-function of system or for any related damages.
4. Client acknowledges that signals which are transmitted over telephone lines, air waves, and/or other modes of communication pass through communication networks wholly beyond the control of Baker Group and therefore Baker Group shall not be held responsible for any failure which prevents transmission signals from reaching the third party monitoring company or for any related damages.
5. Baker Group assumes no responsibility and therefore shall not be liable to Client for any loss or damage suffered by Client as a result of burglary, hold-up, fire, smoke, water damage, vehicle damage, machinery, equipment, or system failure, failure of central station, or failure of municipal authority to respond to signals, or any other cause whatsoever, regardless of whether such loss or damage or personal injury or death was caused or contributed to by Baker Group's or the third party monitoring company's negligent performance or failure to perform any obligations.
6. Client agrees that false alarm assessments or like charges may be imposed by local government bodies or other organizations who Baker Group or the third party monitoring company is directed to report alarm activity. Client agrees to promptly pay any or all of such false alarm fees.
7. Client agrees that Baker Group is not an insurer and that no insurance coverage is offered herein.
8. To the fullest extent permitted by applicable law, Client shall defend, indemnify and hold harmless the Baker Group from and against any and all liabilities, obligations, claims, demands, causes of action, losses, expenses, damages, fines, awards, judgments, settlements, and penalties, including but not limited to, costs, expenses and attorneys' fees incident thereto, arising out of, based upon, or occasioned by or in connection with (a) the Baker Group's performance or non-performance of this Agreement and/or provision of goods or services to Client, and/or (b) any negligent act or omission, gross negligence, or willful conduct of Client, or that of anyone directly or indirectly employed by it or anyone for whose acts any of them may be liable, regardless of whether or not such liabilities, obligations, claims, demands, causes of action, losses, expenses, damages, fines, awards, judgments, settlements, and penalties are caused by a party indemnified hereunder.
9. In the event the Baker Group should prevail in any legal action arising out of the performance or non-performance of this Agreement, Client shall pay, in addition to any damages, all expenses of such action, including but not limited to reasonable attorneys' fees and costs.
10. Baker Group warrants materials to the extent and for the time period said materials are warranted to Baker Group by the manufacturer(s); and Baker Group's liability, if any, under this Agreement shall be limited to replacement of defective materials covered by such manufacturer(s) warranty. **NOTWITHSTANDING ANYTHING CONTAINED IN THIS AGREEMENT TO THE CONTRARY, BAKER GROUP MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESSED OR IMPLIED, OR ARISING BY OPERATION OF LAW, AS TO THE SERVICES OR THE CONDITION OF ANY MATERIALS PROVIDED UNDER THIS AGREEMENT, INCLUDING BUT IN NO WAY LIMITED TO, ANY WARRANTY OF CONDITION, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR USE OR PURPOSE, OR COMPLIANCE WITH ANY APPLICABLE LEGAL REQUIREMENT.**

Prepared by Stephanie Lientz
Linn County Planning & Development
935 2nd Street S.W., Cedar Rapids, Iowa 52404-2100
(319) 892-5130
Return to Becky Shoop, Auditor's Office

LINN COUNTY ORDINANCE # _____

AN ORDINANCE AMENDING THE CODE OF ORDINANCES, LINN COUNTY, IOWA
BY MODIFYING PROVISIONS IN CHAPTER 107: ARTICLE IV REGARDING MINOR SITE PLANS,
ARTICLE IV REGARDING MINOR BOUNDARY CHANGES AND LAND PRESERVATION PARCEL
SPLITS, ARTICLE V REGARDING DETACHED ACCESSORY STRUCTURE SETBACKS, ARTICLE VII
TABLE 107-147-1 REGARDING THE APPROVAL PROCESS FOR PUBLIC CAMPGROUNDS, AND
ARTICLE IX REGARDING DEFINITIONS FOR TWO-FAMILY DWELLINGS

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

SECTION 1. SUBSECTION MODIFIED. Chapter 107, Article IV, Section 107-71 § (2) is hereby amended to read as follows:

- (2) Minor site plan requirements. Whenever this chapter requires submission of a minor site plan the applicant shall submit one copy, unless otherwise specified, of a site plan showing the data listed, preferably overlaid on a recent aerial photo of the property:
 - a. Required data to be shown.
 1. Address of property including street, city and zip code and/or parcel number(s)
 2. Existing lot lines.
 3. Location of all existing and proposed structures labeled as existing or proposed with the current or proposed use noted. Structures include:
 - (i) Buildings.

- (ii) Wells.
 - (iii) Septic tank and septic field locations.
 - (iv) Signs.
- 6. Distance from proposed structures to all lot lines.
- 7. Location of existing and proposed parking areas.
- 8. Other information deemed necessary by the zoning administrator.
- b. Review of minor site plans. Unless otherwise specified in this chapter, a minor site plan may be approved by the zoning administrator.

SECTION 2. SUBSECTIONS MODIFIED. Chapter 107, Article IV, Section 107-72 § (5)(b) & (c) are hereby amended to read as follows:

- (5) Minor boundary change.
 - b. Conditions.
 - 1. A minor boundary change shall not result in the creation of any additional buildable parcels or tracts. A parcel or tract is considered non-buildable if it cannot comply with the provisions of this chapter, including but not limited to the provisions for nonconforming lots and legal lots of record in section 107-49.
 - 2. No new violations of this chapter shall be created by the action.
 - 3. Such division of land shall not be in conflict with any other state or lawful municipal regulations regarding division of land.
 - 4. The plat of survey parcel(s) shall be considered non-buildable until such time as it comes into compliance with this chapter, and a note shall be filed on the plat of survey indicating this.
 - c. Application. An application for a minor boundary change shall be submitted on a form as established by the zoning administrator, along with an application filing fee as established by the board of supervisors. In addition, all of the following shall be submitted with the application and required fee:
 - 1. A review copy of the plat of survey, including the plat of survey number, describing the areas to be conveyed between the adjacent property owners;
 - 2. Any proposed or required easement agreement;
 - 3. An accompanying sketch plan that demonstrates all site and structure requirements for the zoning district in which the parcels of land are located can be maintained.
 - 4. If applicable, an amended land preservation parcel deed restriction, as described in section 107-72 (8)(b).

SECTION 3. SUBSECTIONS MODIFIED. Chapter 107, Article IV, Section 107-72 § (8)(b) (4) & (5) are hereby amended to read as follows:

4. The following provisions shall apply to the remaining land (i.e. "land preservation parcel") of the parent parcel:
 - (i) The land preservation parcel shall be designated as an outlot on the plat.
 - (ii) The land preservation parcel shall contain a minimum of ten net acres.
 - (iii) The land preservation parcel may not contain any principal dwelling or other principal structure, but may contain existing accessory buildings or structures (such as agricultural buildings) associated with the use of the land preservation parcel.
 - (iv) The land preservation parcel boundaries may be changed in the future through a minor boundary change process, with the recording of an amended deed restriction as described in subsection 5 below. The adjusted land preservation parcel shall meet all requirements described in section 107-72 (8).
5. The deed restriction attached to the land preservation parcel shall be recorded with the plat. The deed restriction will describe the limitations for future development of the land preservation parcel and will include, at a minimum, the following provisions:
 - (i) Other than as stipulated below, no new principal, conditional or accessory uses (including farm dwelling) shall be permitted on the land preservation parcel under the terms of the deed restriction as long as the restriction remains in place.
 - (ii) Subject to applicable zoning and building permit requirements, the deed restriction shall allow, on the land preservation parcel, the construction, reconstruction, alteration, or enlargement of accessory buildings or structures (such as agricultural buildings) associated with the use of the land preservation parcel.
 - (iii) If, in the future, the land preservation parcel subject to the deed restriction meets the county's development requirements in effect at the time development is proposed, the deed restriction may be removed through approval of such proposed development through appropriate platting and zoning applications, including the recordation of a document affirming that the conditions for development approval have been met and the restrictions no longer have force and effect.
 - (iv) If, in the future, the land preservation parcel is involved in a minor boundary change, an amended deed restriction with the updated legal description and including the same limitations for future development as described in this section shall be recorded. The

amended deed restriction shall include reference to the book and page of the previously recorded deed restriction.

SECTION 4. SUBSECTION MODIFIED. Chapter 107, Article V, Section 107-94 § (c)(2) b. 3. is hereby amended to read as follows:

3. Detached accessory structures may be allowed to the front of the principal structure provided the detached accessory structure maintains front yard, side yard and corner side yard principal structure setbacks for the zoning district where the structure is located. An accessory structure shall be considered to be located in front of the principal structure if any portion of the exterior wall of the accessory structure is closer to the front lot line than the exterior wall of the principal structure.

SECTION 5. SECTION MODIFIED. Chapter 107, Article VII, Section 107-147 Use Table, Table 107-147-1 is hereby amended to read as follows:

Institutional and Civic Uses		STD	AG	RR 1/2/ 3	VR	VM	USR	USR- MF	HC	GC	I	CNR	MH
Public Parks and Open Space	Other public recreation facilities, including public campgrounds and dog parks	107-114(j)	P-G						P-G	P-G		P-G	
	<u>Other public recreation facilities, including dog parks</u>	<u>107-114(j)</u>	<u>C</u>						<u>C</u>	<u>C</u>		<u>C</u>	

SECTION 6. SECTION MODIFIED. Chapter 107, Article IX, Section 107-180 is hereby amended by revising existing definitions, to read as follows:

Dwelling, two-family, means a building containing two dwelling units that doesn't meet the requirements of an Accessory Dwelling Unit. Also "Duplex."

Two-family dwelling means a building containing two dwelling units that doesn't meet the requirements of an Accessory Dwelling Unit. Also a duplex.

SECTION 7. REPEALER. All ordinances or parts of ordinances in conflict with this ordinance are hereby repealed.

SECTION 8. SEVERABILITY. If any section, provision or part of this ordinance shall be adjudged invalid or unconstitutional, such adjudication shall not affect the validity of the ordinance as a whole or any section, provision or part thereof not adjudged invalid or unconstitutional.

SECTION 9. SAVING. The Code of Ordinances, Linn County, Iowa, shall remain in full force and effect, save and except as amended by this ordinance.

SECTION 10. EFFECTIVE DATE. This ordinance shall be in effect after its final passage, approval and publication as provided by law.

LINN COUNTY BOARD OF SUPERVISORS

Louis J. Zumbach, Chair

Ben Rogers, Vice Chair

Kirsten Running-Marquardt, Supervisor

I, Linn County Auditor, hereby certify that the above and foregoing is a true copy of an ordinance passed by the Linn County Board of Supervisors.

Joel D. Miller, Linn County Auditor

STATE OF IOWA
COUNTY OF LINN

This instrument was acknowledged before me on the ____ day of _____, 2023, by Joel Miller as Linn County Auditor.

Notary Public, State of Iowa

Planning & Zoning Commission on the 15TH day of MAY, 2023.

Public hearing and First consideration on the 30TH day of MAY, 2023.

Second consideration on the 31ST day of MAY, 2023.

Third consideration and final passage on the 7TH day of JUNE, 2023.

Published in the Gazette on the ____ day of _____, 2023.

RESOLUTION NO. _____

RESOLUTION AUTHORIZING AND DIRECTING EAST CENTRAL IOWA COUNCIL OF GOVERNMENT (ECICOG) TO SUBMIT
APPLICATION AND ASSOCIATED DOCUMENTS FOR THE EPA CLIMATE POLLUTION REDUCTION GRANT

WHEREAS, the East Central Iowa Council of Governments (ECICOG) has developed a comprehensive work plan for the EPA Climate Pollution Reduction Grant (CPRG) in collaboration with staff from grant eligible municipalities; and

WHEREAS, the CPRG aims to support regional climate action planning efforts and reduce greenhouse gas (GHG) emissions in the six-county region including Benton, Iowa, Johnson, Jones, Linn, and Washington counties; and

WHEREAS, ECICOG has demonstrated its capacity and commitment to serving as the lead organization for this grant, providing professional planning, programming, and technical assistance to coordinating entities in the region; and

WHEREAS, the Linn County Board of Supervisors has previously submitted a letter of support for this Notice of Intent for the EPA CPRG program; and

WHEREAS, the Linn County Board of Supervisors has heretofore deemed it necessary and desirable to apply for the \$1,000,000 grant through the EPA CPRG program for climate action and resiliency planning; and

WHEREAS, a grant application has been prepared for this funding opportunity and documents have been presented to the Linn County Board of Supervisors for the approval necessary to submit the grant application; and

NOW, THEREFORE, BE IT RESOLVED that the Linn County Board of Supervisors hereby approves the submission of a grant application for the EPA Climate Pollution Reduction Grant (CPRG) based on the presented work plan; and

BE IT FURTHER RESOLVED that the Linn County Board of Supervisors authorizes the East Central Iowa Council of Governments (ECICOG) to serve as the lead organization and implement the grant activities outlined in the workplan.

PASSED AND APPROVED this day of May 31, 2023

LINN COUNTY BOARD OF SUPERVISORS

Louie Zumbach, Chair

Ben Rogers

Kirsten Running-Marquardt

ATTEST:

Joel Miller, Linn County Auditor