

**BOARD OF SUPERVISORS**

District 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**

Monday, January 30, 2023

10 a.m.

Formal Board Room—Jean Oxley Public Service Center  
935 2nd St. SW, Cedar Rapids, IA

**Call to Order**

**Public Comment: Five Minute Limit per Speaker**

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

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

Discuss an Agreement to Provided Juvenile Detention Services, Contract between Clinton County Board of Supervisors and Linn County Board of Supervisors to provide a guaranteed detention bed at Linn County Juvenile Detention Center, for the sole use of Clinton County, effective January 23, 2023 through July 23, 2023 at the price of \$282 per day. Any additional units needed are at a rate of \$200 per day and are not guaranteed to be available.

Public hearing and first consideration for rezoning case JR23-0001, request to rezone property located at 622 Dows Rd, from the PUD-USR (Planned Unit Development Overlay – Urban Services Residential) zoning district to the USR (Urban Services Residential) zoning district, approximately 7.58 acres, Linn County Board of Supervisors, owner, and Linn County Planning & Development, petitioner.

Discuss an extension to the original agreement dated 12/18/2014 between JP Morgan (p-card vendor) and Linn County effective January 1, 2023.

Approve Fiscal Year 2023 rural library appropriations, approve and authorize Chairperson to sign individual contracts for library services, and authorize the release of payment to individual libraries upon receipt of their respective contracts.

**Public Comment: Five Minute Limit per Speaker**

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

**Payroll Authorizations**

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

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

**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](mailto:bd-supervisors@linncountyiowa.gov).

## AGREEMENT TO PROVIDE JUVENILE DETENTION SERVICES

Agreement made and entered into this 23<sup>rd</sup> day of JANUARY, 2023, by and between Linn County, Linn County and Clinton County, Iowa, to-wit:

Linn County agrees to provide and Clinton County agrees to purchase detention services at the Linn County Juvenile Detention Center (Center) for Clinton County youth under the following terms and conditions:

1. The term of this Agreement is for six months from Jan. 23, 2023 to July 23, 2023 unless it is canceled due to cause as indicated in Paragraph 12.
2. This Agreement shall automatically renew for one additional 6-month period, commencing on 24<sup>th</sup> day of July, 2023 unless either party gives written notice at least 60 days prior to renewal.
3. Linn County, through its Board of Supervisors, shall have sole and exclusive authority and responsibility for the administration and operation of the Center as an approved juvenile detention home. Authority shall include, but not be limited to the exclusive fiscal, operational, administrative and program control over the Center and the receipt of all monies received through the administration and/or operation of the Center.
4. Linn County shall administer and operate the Center in full compliance with applicable law and regulations promulgated by those federal, state or local authorities having jurisdiction over the Center and shall obtain and maintain such license(s), approval(s) and or accreditation(s) as may be required thereunder.
5. Linn County shall provide units of service equivalent to one day of bed space at the Center. A day of bed space shall be a calendar day or any portion thereof.

6. Linn County agrees to provide one (1) guaranteed unit of service per day for the exclusive use of housing a Clinton County youth. Clinton County agrees to purchase one (1) unit of service per day, daily throughout the term of this contract, for the exclusive use of housing Clinton County youth at a cost of \$282.00 per day. Payment shall be made quarterly, in advance.
7. Clinton County youth is defined as an individual under 18 years of age who is either under the jurisdiction and supervision of Clinton County Juvenile Court or Clinton County Sheriff in the adult system. Linn County also retains the ability to request adult court youth be moved to a jail setting when their behavior in detention warrants removal, determining that they require a higher level of security than Linn County Juvenile Detention is able to provide, even if guaranteed beds are available.
8. Clinton County may purchase additional units of service on an availability basis. Additional units of service shall be offered on a daily basis only, at a rate of \$200 per day. Units of service are not calculated for the day of discharge unless the admission and discharge occur on the same day. If necessary, Clinton County will relocate youth to another facility if additional units of service are unavailable on any given day. Clinton County shall not subcontract units of service, either guaranteed or additional, to any other agency.
9. Linn County shall provide a quarterly utilization report.
10. All medical expenses (medications, doctors' appointments, etc...) for youth being held for Clinton County will be billed to Clinton County.
11. Communications relating to the interpretation and/or application of this Agreement shall be between the Director, Linn County Juvenile Detention & Diversion Services, and the Clinton County Board of Supervisors. Amendments to the Agreement may only be made by written instrument duly executed by both parties.

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ before me, the undersigned, a Notary of Public in and for said County and State, personally appeared \_\_\_\_\_ to me personally known, who being by me duly sworn, did say that \_\_\_\_\_ is the Chairperson of Linn County, Iowa, executing the within and foregoing instrument; that said instrument was signed on behalf of said County by authority of its Board of Supervisors; and that the said \_\_\_\_\_ as such Chairperson, acknowledged the execution of said instrument to be the voluntary act and deed of said County, by it and by \_\_\_\_\_ voluntarily executed.

\_\_\_\_\_  
NOTARY PUBLIC, STATE OF IOWA

STATE OF IOWA                    )  
  )    ss:  
COUNTY OF LINN                )

On this 23<sup>rd</sup> day of JANUARY, 2023 before me, the undersigned, a Notary of Public in and for said County and State, personally appeared JIM IRWIN JR to me personally known, who being by me duly sworn, did say that HE is the Chairperson of <sup>CLINTON</sup>~~Linn~~ County, Iowa, executing the within and foregoing instrument; that said instrument was signed on behalf of said County by authority of its Board of Supervisors; and that the said JIM IRWIN JR as such Chairperson, acknowledged the execution of said instrument to be the voluntary act and deed of said County, by it and by JIM IRWIN JR voluntarily executed.



[Signature]  
NOTARY PUBLIC, STATE OF IOWA





January 25, 2023

Linn County  
930 First St. SW  
Cedar Rapids, IA 52404-2161  
Attn: Rhonda Bettsworth

Dear Rhonda Bettsworth,

We are writing in connection with the Commercial Card Classic Application & Agreement (as amended, supplemented, or replaced from time to time, the "**Agreement**") dated as of December 18, 2014 by and between **JPMorgan Chase Bank, N.A.** ("**Bank**") and **Linn County** ("**Client**").

Subject to the terms and conditions of the Agreement, this amendment is effective as of **January 1, 2023**:

- All references to "**Association**" in the Agreement are hereby deleted in their entirety and replaced with "**Network**", which means either MasterCard International, Inc. or Visa U.S.A., Inc.

- **Section 1** of the Agreement is hereby amended, as follows:

The word "**Card**" means a Network-branded card that is issued to Cardholders by Bank upon the request of Client and approval by Bank, and includes any plastic card bearing a card number and accounts with no associated plastic card, which includes Virtual Card Accounts.

- The following are hereby added to **Section 1** of the Agreement:

The word "**System**" means the system through which Client can access Account and transaction data and reports.

The words "**Virtual Card (or Single-Use Account)**" mean a one-time virtual card number generated for a single transaction.

- **Section 3.D** of the Agreement is hereby deleted in its entirety and replaced with the following:

D. **Receipt Image Services.** For purposes of this section, "**Receipt Image Services**" means the optional services provided through Bank to allow Client the ability to attach and maintain image(s) of receipt(s) on the System, and "**Receipt Image(s)**" means an image of a receipt produced by a transaction through use of Accounts and maintained on the System. Receipt Images will be stored and made available to Client through use of the System. In order for Bank to make Receipt Images available through the System, Client shall first fax and/or upload to the System images of Client's receipts through use of its own devices. Client is responsible for verifying the accuracy of the image of its receipts and any other information uploaded and entered into the System. Client shall ensure that the information contained in the image of the receipt accurately reflects the applicable transaction. Receipt Image will be made available online through the System for a maximum of thirty-six (36) months (the "**System Image Accessibility Period**"). The System Image Accessibility Period includes the month of the transaction date. Bank may, in its sole and absolute discretion, reject Receipt Images provided by Client to be posted on the System. In addition, Bank may suspend Client's use of the Receipt Image Service at any time without prior notice to Client.

- The following is hereby added to **Section 4** of the Agreement:

K. **Extension of Program.** Upon Client's submission of a request from time to time in the form required by Bank and following Bank's agreement to do so, Bank will extend Program to Client's affiliates. Client is responsible as principal obligor for all obligations under the Agreement (including, without limitation, as principal obligor with respect to all payment and other obligations as the same relate to its affiliates and their respective Cardholders and waives any defenses or offsets available to such affiliates). Client shall cause each of its affiliates and their respective Cardholders to comply with the Agreement.

- **Section 5** of the Agreement is hereby amended, as follows:

All notices and other communications required or permitted to be given under this Agreement shall be in writing except as otherwise provided herein, and shall be effective on the date on which such notice is actually received by the party to which it is addressed. All notices may be sent to Client by ordinary mail, electronic transmission, through internet sites, or by such other means as Client and the Bank may agree upon from time to time, at the address of Client provided to Bank. Unless otherwise arranged, all notices to Bank must be sent to Client's relationship manager or program coordinator team managing the relationship or to any other address notified by Bank to Client in writing from time to time, and may be sent by ordinary mail, by electronic transmission or by such other means as Client and Bank agree upon from time to time.

- The following is hereby added to **Section 11** of the Agreement:

M. Certain services may be performed by Bank or any affiliate, including affiliates, branches or units located in any country in which Bank conducts business or has a service provider. Client authorizes Bank to transfer Client information to such affiliates, branches or units at such locations as Bank deems appropriate. Bank reserves the right to store, access, or view data in locations it deems appropriate for the services provided.

- The following is hereby added as a **new Section 12** to the Agreement:

**12. System Access**

- A. Client shall adhere to all applicable license agreements, security procedures, and terms and conditions regarding the System.
- B. Client agrees that any access, transaction, or business conducted on the System is presumed by Bank to have been in Client's name for Client's benefit.
- C. Except for unauthorized use by a Bank employee, Client is solely responsible for the genuineness and accuracy of all instructions, messages and other communications received by Bank via the System. Bank may rely and act upon all Client instructions and messages issued with valid credentials.
- D. From time to time, Bank may suspend the System when Bank considers it necessary to do so (including, without limitation, for maintenance or security purposes). Bank will use reasonable efforts to provide Client with notice prior to the suspension.

- **Exhibit A** to the Agreement is hereby deleted in its entirety and replaced with Exhibit A attached hereto.

- A **new Exhibit B** to the Agreement is hereby added in the form attached hereto as Exhibit B.

It is understood and agreed that the terms and conditions of the Agreement shall continue in full force and effect, except as concerns the amendments contained herein.

Unless we are notified by you to the contrary, Bank will continue to issue cards under the terms of the Agreement and the changes contained herein. Your continued use of such cards is evidence of your agreement to be bound by the above-referenced terms and in accordance with the terms of the Agreement and the changes contained herein.

If you have any questions, please feel free to contact Karen Sbaschnig at (212) 623-1219 or karen.a.sbaschnig@jpmchase.com.

JPMorgan Chase Bank, N.A.  
DocuSigned by:

By:   
D91B37976D9149B...

## EXHIBIT A to the Commercial Card Classic Application & Agreement FEES & INCENTIVES

1. **DEFINITIONS.** For the purposes of this Exhibit, the following terms will have the meaning given below. Capitalized terms herein that are not otherwise specifically defined herein shall have the same meanings as set forth in the Agreement.

“**Average File Turn**” has the meaning given to it in Section 3.A.i.

“**Contract Year**” means a twelve (12) month period beginning on **January 1, 2023** or any anniversary of such date.

“**Credit Losses**” means all amounts due to Bank in connection with any card that Bank has written off as uncollectible excluding amounts due with respect to Fraudulent Transactions.

“**Discount Interchange Rate Transactions**” means Transactions made on any and all Cards or Accounts with either an interchange rate below 2.00% under applicable Credit Card Network rules or Supplier Fee below 2.00%. Those Transactions include, but are not limited to, Large Ticket Transactions, level 3 Transactions, MasterCard and Visa Partnership programs, and any other programs entered into by the Networks, Client, merchants, Bank, or others whereby the parties to those programs have agreed to interchange rates or Supplier Fees below 2.00% for certain transactions.

“**Discount Interchange Rate Transaction Volume**” means the total Discount Interchange Rate Transactions made on any and all Cards or Accounts, net of returns, cash advances, convenience checks, and Fraudulent Transactions. **Discount Interchange Rate Transaction Volume** is comprised of two categories based on the interchange rate or Supplier Fee of each transaction:

- “**Discount Interchange Rate Transaction Volume Category 1**” covers all **Discount Interchange Rate Transaction Volume** with interchange rate or Supplier Fee at or above 1.00% (interchange rates or Supplier Fees from 1.00% - 1.99%).
- “**Discount Interchange Rate Transaction Volume Category 2**” covers all **Discount Interchange Rate Transaction Volume** with interchange rate or Supplier Fee below 1.00% (interchange rates or Supplier Fees from 0.00% - 0.99%).

“**Fraudulent Transactions**” means transactions made on a Card by a person, other than Client or Cardholder, who does not have actual, implied, or apparent authority for such use, and for which neither Cardholder nor Client receives direct or indirect benefit.

“**J.P. Morgan Virtual Connect Network**” means Bank’s proprietary payments technology platform to which merchants may register to receive payment from Client in connection with Client’s Program(s).

“**Settlement Terms**” means the combination of the number of calendar days in a billing cycle and the number of calendar days following the end of a billing cycle to the date the payment is due. Settlement Terms are expressed as X & Y, where X is the number of calendar days in the billing cycle and Y is the number of calendar days following the end of a billing cycle to the date the payment is due.

“**Supplier Fee**” (or “**Merchant Transaction Fee Rate**”) means the fee established by Bank, in its sole discretion, payable by merchant accepting payment from Client for Transactions made through the J.P. Morgan Virtual Connect Network.

“**U.S. Net Charge Volume**” means the total charges made on any and all U.S. Dollar issued cards or accounts, net of returns, cash advances, and Fraudulent Transactions. U.S. Net Charge Volume does not include Discount Interchange Rate Transaction Volume.

“**U.S. Total Charge Volume**” means the sum of U.S. Net Charge Volume and Discount Interchange Rate Transaction Volume.

## 2. REBATES

### A. Volume Rebate

Bank will pay Client a rebate based on the annual U.S. Total Charge Volume achieved according to the following schedule. The rebate will be calculated as the Volume Rebate Rate (as determined according to the following schedule) multiplied by the annual U.S. Net Charge Volume, subject to the rebate adjustments below.

Combined U.S. Purchasing Card and U.S. Virtual Card Program(s)	
Annual U.S. Total Charge Volume	Rebate Rate (%) @ 30 & 25 Settlement Terms
\$1,000,000	1.26%
\$2,000,000	1.38%
\$3,000,000	1.50%
\$4,000,000	1.58%
\$5,000,000	1.63%
\$6,000,000	1.68%
\$10,000,000	1.93%
\$20,000,000	1.94%
\$25,000,000+	1.95%



**B. Discount Interchange Rate Transaction Rebate**

Should Client achieve the minimum annual U.S. Total Charge Volume required to earn a Volume Rebate as stated above, Bank will pay Client a rebate based on the annual Discount Interchange Rate Transaction Volume. The rebate will be calculated as the Discount Interchange Transaction Rebate Rate (with categories as determined according to the following schedule) multiplied by the annual Discount Interchange Rate Transaction Volume for each respective category, subject to the rebate adjustments below.

<b>Discount Interchange Rebate Rate for the Combined U.S. Purchasing Card and U.S. Virtual Card Program(s) Volume by Program Settlement Terms</b>	
<b>Discount Interchange Rate Transaction Volume Categories</b>	<b>@ 30 &amp; 25 Settlement Terms</b>
Category 1	1.05%
Category 2	0.15%

**3. REBATE ADJUSTMENTS****A. Average File Turn Adjustment****i. Programs Contracted on Settlement Terms of 30 & 25:**

- a. For purposes of Section 3.A.i, "**Average File Turn**" means the annual average outstanding balance for Programs contracted on Settlement Terms of 30 & 25 (i.e., the sum of the average outstanding balances for each calendar month divided by 12) divided by the annual U.S. Total Charge Volume associated with Programs contracted on Settlement Terms of 30 & 25, multiplied by 365.

The Volume Rebate Rate and Discount Interchange Rate Transaction Rebate Rate will be adjusted (either increased or decreased, as applicable) based on the Average File Turn of Client's Program(s) over a Contract Year (the "**Average File Turn Adjustment**").

- b. Programs with Settlement Terms of 30 & 25 will have an Average File Turn of 40 if Client spends ratably throughout each cycle. The Average File Turn Adjustment for Client's Program(s) with Settlement Terms of 30 & 25 is calculated by determining the difference between Client's Average File Turn for such Program(s) and 40. If the Client's actual Average File Turn for such Program(s) is less than 40, the Volume Rebate Rate and Discount Interchange Rate Transaction Rebate Rate will each be increased by 0.0050% for each whole number less than 40. If the Average File Turn for such Program(s) is greater than 40, the Volume Rebate Rate and Discount Interchange Rate Transaction Rebate Rate will each be decreased by 0.0050% for each whole number greater than 40 but less than 46.
- ii. If Client's actual Average File Turn under Section 3.A.i is greater than forty-five (45) days, Client will not qualify for any rebate payment (as described below in the General Rebate Terms Section).

**B. Interchange Rate and Supplier Fee Adjustment**

In the event of a reduction in either interchange rates by the Network or Supplier Fees, Bank reserves the right to adjust the rebate rates and fees accordingly.

**4. GENERAL REBATE TERMS****A. Annual Rebates**

- i. Rebates will be calculated annually in arrears. Rebate payments will be made in USD within the ninety (90) day period after the end of the Contract Year (the "**Rebate Calculation Period**") via wire transfer to a business account designated by Client and authenticated by Bank. Payment is contingent upon Bank receiving Client's wire instructions, and Bank's authentication of such instructions, prior to the end of the Rebate Calculation Period.
- ii. Rebate amounts are subject to reduction by all Credit Losses. If Credit Losses exceed the rebate earned for any Contract Year, Client shall pay to Bank the amount in excess of the rebate, which invoice shall be due and payable in accordance with the terms of such invoice. If Client is participating in more than one program, Bank reserves the right to offset any Credit Losses from one program against any rebate earned under any other program. In no event will Bank pay Client a rebate for the year in which the Agreement is terminated.

**B. To qualify for any rebate payment, all of the following conditions must be met:**

- i. Client is not in default under the Agreement at the time of rebate calculation and payment.
- ii. Account(s) must be current at the time of rebate calculation and payment.
- iii. Settlement of any centrally billed account(s) must be by automatic debit.
- iv. Average File Turn must be less than forty-six (46) days (as stated in the Average File Turn Adjustment Section).

**5. SETTLEMENT TERMS**

Payment must be received by Bank in accordance with the Settlement Terms. Late payments shall be subject to fees as specified in the Fees Section of this Exhibit. Settlement Terms are **30 & 25** for the U.S. Purchasing Card and the U.S. Virtual Card Program(s).

**6. FEES****A. United States**

- i. The following are the fees associated with the U.S. Virtual Card Program(s):

<b>STANDARD SERVICES AND FEES</b>	
Late payment charge	Central bill: 1% of full amount past due assessed at end of the Cycle in which payment first became due and each Cycle thereafter.
International transaction	1.5% of the U.S. Dollar amount charged. <b>(WAIVED)</b> for U.S. Virtual Card transactions on Visa only)

If Client requests services not listed in this schedule, Client agrees to pay the fees associated with such services.

- ii. The following are the fees associated with U.S. Purchasing Card Program(s):

<b>STANDARD SERVICES AND FEES</b>	
Late payment charge	Central bill: None.
Delinquency/Finance charge	Central bill: Prime + 2.0% is applied to the average daily balance and will be charged on the cycle date. Average daily balance is calculated as follows: the sum of the outstanding balances on each day in the cycle (including any new spend, fees, and payments) / number of days in the cycle.
International transaction	1% surcharge.
Standard card	\$0.00
<b>ADDITIONAL SERVICES AND FEES</b>	
Cash advances	2.0% of amount advanced (\$3.00 minimum with no maximum).

If Client requests services not listed in this schedule, Client agrees to pay the fees associated with such services.

## **EXHIBIT B to the Commercial Card Classic Application & Agreement SUPPLIER RECRUITMENT AUTHORIZATION**

1. **DEFINITIONS.** For the purposes of this Exhibit, the following terms will have the meaning given below. Capitalized terms used but not otherwise defined herein shall have the meaning ascribed to such terms in the Agreement.

“**Claim(s)**” means any and all past, present and future claim(s), loss(es), liability(ies), obligation(s), expense(s), attorney or other fee(s), suit(s), debt(s), lien(s), contract(s), agreement(s), promise(s), demand(s) or damage(s), of any nature whatsoever, known or unknown, suspected or unsuspected, fixed or contingent, including legal fees to the full extent permitted by law.

“**Client Information**” means information provided by Client to Bank for purposes of Supplier Recruitment (as defined below), including, but not limited to: (i) contact information for Client and/or Supplier(s); (ii) accounts payables details (e.g., payment summaries, amounts/counts, invoice numbers, billing account numbers, and current and future payment terms); and (iii) payment preferences for Client and/or Supplier(s).

“**Supplier Data Enrichment**” means a recruitment service utilizing internal and external data sources to obtain supplier contact information for the purpose of Supplier Recruitment (as defined below). Bank will: (i) use commercially reasonable efforts to enrich supplier data provided by Client via the Supplier Data Enrichment process, and (ii) provide on a weekly basis a report of supplier data that is captured during the acceptance process for further verification from Client.

“**Supplier(s)**” means Clients’ supplier(s) and/or vendor(s) identified in accounts payable documentation, or other documentation provided to Bank by Client.

“**Third Party**” (or “**Third Parties**”) means a payment solution partner of Bank.

### **2. SUPPLIER RECRUITMENT**

Client asks and authorizes Bank and/or Third Party to communicate with Suppliers through various methods on behalf of and in the voice of Client for the purpose of requesting that Suppliers accept payment using wholesale payments products offered by Bank, including but not limited to commercial card and automated clearing house (“**Supplier Recruitment**”). For the sole purposes of Supplier Recruitment, Client consents to Bank’s disclosure of such Client Information to Third Parties and Suppliers. Bank reserves the right to refuse or discontinue Supplier Recruitment and/or Supplier Data Enrichment services at any time.

### **3. CLIENT ENGAGEMENT**

Client shall be deemed to have accepted and agreed to the following:

- i. Client will commit to having internal resources available to address recruitment needs;
- ii. Client will provide, to the extent commercially reasonable, complete and accurate Client Information including, but not limited to, Supplier name, remittance address, contact name, phone number, and email addresses in a format consistent with Bank instruction;
- iii. Should Client not have complete and accurate Supplier contact information, Bank will offer Supplier Data Enrichment;
- iv. Client is solely responsible for validating Bank obtained Client Information, including but not limited to Supplier contact information during Supplier Data Enrichment and prior to issuing payment to that Supplier. Client acknowledges that Supplier contact information is deemed to be accurate once payment has been requested.

### **4. TERMS AND CONDITIONS**

#### **A. Obligations and Liabilities**

- i. Despite anything to the contrary in the Agreement, Client, on its behalf and on behalf of each of its Affiliates:
  - a. will indemnify and hold Bank and each of its Affiliates harmless against Claims, except in the event of Bank’s gross negligence, that may arise related to: (1) Supplier Recruitment; (2) Supplier Data Enrichment; or (3) a third-party Claim related to the disclosure of Client Information for the purpose of Supplier Recruitment.
  - b. agrees to reimburse Bank and each of its Affiliates for any direct damages Bank incurs related to Claims arising from third parties under clause 4.A.i.(3).
  - c. releases and forever discharges Bank and each of its Affiliates from any and all liability for indirect, special, punitive, or consequential damages in any form or under any circumstances, even if Bank has been advised of the possibility of such damages, except to the extent that such Claims arise from the gross negligence of Bank or its Affiliates.

**B. Use of Client Logo.** Client grants Bank a non-exclusive, limited, non-transferable, and revocable license to use Client’s marks (whether registered or not) for the sole purpose of Supplier Recruitment.

**C. Authorizing Transfers.** Client represents and warrants that Client has obtained the consent required to authorize Bank to disclose Client Information, including information about Supplier(s), for purposes of Supplier Recruitment.

**D. Giving Bank Notice.** Despite anything to the contrary in the Agreement, Client agrees that it will provide Bank with notice to revoke this Exhibit, which shall have the effect of terminating Supplier Recruitment. Bank will have a reasonable period of time to act on Client’s notice after Bank receives it. The Agreement shall remain in full force and effect unless otherwise terminated as set forth in Agreement.

<b>LIBRARY</b>	<b>FY 2023 LINN COUNTY APPROPRIATION</b>
Cedar Rapids	\$87,369.04
Center Point	\$69,819.00
Central City	\$23,621.00
Coggon	\$12,750.00
Ely	\$36,955.87
Fairfax	\$26,558.62
Hiawatha	\$88,187.26
Lisbon	\$23,069.27
Marion	\$50,966.61
Mount Vernon	\$31,621.32
Springville	\$34,082.01
<b>Total</b>	<b>\$485,000.00</b>