



LINN COUNTY BOARD OF SUPERVISORS

District 1 | Kirsten Running-Marquardt

District 2 | Ben Rogers

District 3 | Louis J. Zumbach

WORK SESSION AGENDA

Monday, September 25, 2023 | 10:00 AM

Formal Board Room | Jean Oxley Public Service Center

935 2nd St. SW, Cedar Rapids, Iowa

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.

Claims

Discuss and decide on claims.

Regular Agenda

Presentation by Young Parents Network regarding the Eastern Iowa Diaper Bank

Presentation by The History Center to provide support for their application for Fiscal Year 2024 Legacy and Community Attraction Fund grant

Discuss a Vacancy Form requesting an Administrative Assistant I Confidential position for Public Health

Discuss a Vacancy Form requesting an Administrative Secretary for the Secondary Road Department

Discuss a request from Planning & Development to carry forward funds from the Fiscal Year 2023 budget to Fiscal Year 2024 Fall Budget and Amend Fiscal Year 2024 Fall Budget

Discuss a request from the Linn County Treasurer's Office to carry forward \$41,260.00 from the Fiscal Year 2023 budget to the Fiscal Year 2024 budget

Discuss a resolution authorizing the transfer of \$500,000 from the Conservation appropriations, to the Capital Improvement Projects (CIP) appropriations

Discuss a proposal for land surveying, platting, and subdivision services for Linn County-owned property located at 501 13th Street NW, Cedar Rapids, commonly referred to as the Abbe Center

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).

Correspondence**Appointments**

Sustainability and Resiliency Committee: Appointing one new member

Adjournment

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



VACANCY FORM

SELECT ONE:

☐ NEW POSITION

☒ REPLACEMENT

REPLACES: Mary Keiller

SELECT ONE:

☐ NEW JOB CLASSIFICATION

☒ EXISTING JOB CLASSIFICATION

JOB TITLE: Administrative Assistant I Confidential

DEPARTMENT: Public Health

SHIFT/HOURS: 8:00AM - 4:30PM

NUMBER OF POSITIONS: 1

VACANCY DATE: 01/27/2023

NEW POSITION FUNDING SOURCE(S):

Converting the vacated position from secretary to an

Administrative Assistant I Confidential, difference
funded from dept. budget

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

☐ GRANT FUNDING

☐ OTHER: _____

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

POSITION TYPE:

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

☐ ON-CALL/SUBSTITUTE ☐ GRANT-FUNDED

BARGAINING UNIT: ☐ Clerical ☐ Maintenance ☐ Para Professional ☐ Professional
☐ Attorneys ☐ Conservation ☐ Sergeants ☐ PPME

☒ NON-BARGAINING UNIT (Management and Confidential Employees)

APPROVED BY: [Signature]
DEPARTMENT HEAD (original signature required)

09.07.2023
DATE

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

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: _____ STARTING SALARY: _____

HR DIRECTOR COMMENTS: May not be a wash depending on pay/benefits for new person.

FINANCE/BUDGET DIRECTOR COMMENTS: FTE count will not change; funded by department.

APPROVED BY: [Signature]
HUMAN RESOURCES DIRECTOR

9-19-23
DATE

APPROVED BY: [Signature]
FINANCE/BUDGET DIRECTOR

9/19/2023
DATE

APPROVED BY: _____
CHAIRPERSON/BOARD OF SUPERVISORS

DATE



VACANCY FORM

SELECT ONE:

☐ NEW POSITION

☒ REPLACEMENT

REPLACES: Helen Karr

SELECT ONE:

☒ NEW JOB CLASSIFICATION

☐ EXISTING JOB CLASSIFICATION

JOB TITLE: Administrative Secretary

DEPARTMENT: Secondary Road

SHIFT/HOURS: 7:00 am - 3:30 pm - Monday-Friday

NUMBER OF POSITIONS: 1

VACANCY DATE: immediate (retiring 12/8)

NEW POSITION FUNDING SOURCE(S):

Existing budget

high grade 2 levels above position
being vacated add'l salary to
come from department.

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

☐ GRANT FUNDING

☐ OTHER: _____

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

POSITION TYPE:

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

☐ ON-CALL/SUBSTITUTE ☐ GRANT-FUNDED

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

☐ Attorneys ☐ Conservation ☐ Sergeants ☐ PPME

☐ NON-BARGAINING UNIT (Management and Confidential Employees)

APPROVED BY: [Signature]

DEPARTMENT HEAD (original signature required)

9/14/23
DATE

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

FOR HUMAN RESOURCES DEPARTMENT USE ONLY:

PAY GRADE: _____ STARTING SALARY: _____

HR DIRECTOR COMMENTS: _____

FINANCE/BUDGET DIRECTOR COMMENTS: no increase in FTEs; funded by department

APPROVED BY: [Signature]

HUMAN RESOURCES DIRECTOR

9-20-23
DATE

APPROVED BY: [Signature]

FINANCE/BUDGET DIRECTOR

9/21/23
DATE

APPROVED BY: _____

CHAIRPERSON/BOARD OF SUPERVISORS

DATE

Date: September 1, 2023

To: Sara Bearrows, Budget Director

From: Charlie Nichols, P&D Director

RE: FY24 Fall Budget Amendment

\$19,210 to Historic Preservation Commission remainder of FY23 to complete Old Lincoln Highway kiosks.

\$5,200 removed from revenues as the 28E Agreement for rental inspections in the city of Central City was dissolved.

\$45,500 from remaining FY23 Bargaining Unit Salaries:

- \$22,000 to 548901, Contract Labor for Advantage Archives to scan large building plans and maps to remove filing cabinets to begin office remodel (awarded from ARPA funds).
- \$7,500 to 542307, Consultant Fees for ECICOG to assist with a Fringe Area Agreement between Linn County and the City of Ely.
- \$16,000 to 529001, Minor Equipment, to replace office chairs.

FY24 Fall Amendment Request Form

Date:

September 1, 2023

Department:

Planning & Development

Fund Name (as shown in GovSense)	Fund #	Department Name (as shown in GovSense)
10001-GENERAL BASIC	10001	40-PLANNING & DEVELOPMENT
10001-GENERAL BASIC	10001	40-PLANNING & DEVELOPMENT
10001-GENERAL BASIC	10001	40-PLANNING & DEVELOPMENT
10001-GENERAL BASIC	10001	40-PLANNING & DEVELOPMENT
10001-GENERAL BASIC	10001	40-PLANNING & DEVELOPMENT

Department #	Activity Name (as shown in GovSense)	Activity #
40	64101-HISTORIC PRESERV COMMISSION	64101
40	63001-ZONING LAND & BUILDING	63001
40	63001-ZONING LAND & BUILDING	63001
40	63001-ZONING LAND & BUILDING	63001
40	63001-ZONING LAND & BUILDING	63001

Account Name (as shown in GovSense)	Account #	IDOT Code
HISTORIC PRESERVATION COMMISSION	542911	
CENTRAL CITY RENTAL INSPECTIONS	432963	
CONTRACT LABOR	548901	
CONSULTANT FEES	542307	
MINOR EQUIPMENT	529001	

[illegible]

Explanation

Remainder of FY23 to complete Old Lincoln Highway kiosks.

Central City 28E Agreement for rental inspections dissolved.
--

Scanning project funded from remaining FY23 bargaining unit salaries
--

ECICOG to assist with a Fringe Area Agreement between Linn County and the City of Ely from remaining FY23 barg
--

Replace office chairs from remaining FY23 bargaining unit salaries
--

gaining unit salaries

RESOLUTION NO. 2023-09-

**A RESOLUTION APPROVING AN APPROPRIATIONS TRANSFER
WITHIN THE LINN COUNTY FISCAL YEAR 2024 ANNUAL BUDGET**

WHEREAS, the Linn County Board of Supervisors previously approved the Linn County Fiscal Year 2024 Annual Budget; and,

WHEREAS, it has been determined that it is necessary to transfer appropriations within the Capital Projects area of said budget; and,

WHEREAS, sufficient appropriations are available to provide for the necessary transfer; and,

WHEREAS, said transfer is within the Capital Projects service area, and is made by resolution of the Board of Supervisors in accordance with Iowa Code Section 331.434(6).

NOW, BE IT THEREFORE RESOLVED by the Linn County Board of Supervisors that appropriations within the Linn County Fiscal Year 2024 Annual Budget are revised as follows:

Organization	Transfer
65 CIP	\$500,000
46 Conservation	(\$500,000)

PASSED AND APPROVED this _____ day of September 2023.

LINN COUNTY BOARD OF SUPERVISORS

Louis Zumbach, Chair

Ben Rogers, Vice Chair

Kirsten Running-Marquardt, Supervisor

ATTEST:

Joel Miller, Linn County Auditor

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

_____Aye _____Nay _____Abstain and _____Absent from Voting.

Joel Miller, Linn County Auditor

September 18, 2023

Linn County
ATTN: Mr. Darrin Gage
935 2nd Street SW
Cedar Rapids, IA 52404

**RE: Proposal for Land Surveying Services
Abbe Center Four Lot Subdivision
501 13th Street NW, Cedar Rapids, Iowa**

Dear Darrin:

Thank you for the opportunity to work with Linn County on the subdivision of the Abbe Center property. We are confident we can provide the land surveying services necessary to successfully subdivide this property.

PROJECT DESCRIPTION

The project includes subdividing the Abbe Center property into four lots. The attached exhibit graphically depicts the anticipated four lot subdivision.

In general, this proposal includes the following services:

- Complete a field survey to determine the locations of existing property corner monuments, the existing building walls, walks and driveway between the existing buildings on Lots 1 & 2 to define their common lot line.
- Prepare a Minor Preliminary Plat and related documents, and submit them to the City of Cedar Rapids for staff approval.
- Prepare Final Plat and associated documents and submit them to the City of Cedar Rapids for staff and Council approval.
- After plat approval, set a monument (rebar or cut "x") at new property corners.

The undersigned Client and Schnoor-Bonifazi agree as follows:

SCOPE OF SERVICES

We will provide the following land surveying services for the project:

1. Research public records for deeds, adjoining property owners, surveys/plats of record, and easements.
2. Make a design information request to the Iowa One Call system and send requests for utility mapping to private utility companies identified to be in the area.
3. Conduct a field topographic and boundary survey of the project site. The topographic survey will be limited to locating existing building corners, walks and access driveway between the common lot lines of Lots 1 & 2.

4. Prepare a base map of the existing site using the survey data, utility mapping and current County aerial photography.
5. If necessary, prepare a parking exhibit showing required parking calculations and existing parking spaces for the two buildings. The City may require this be submitted as part of the preliminary plat review process.
6. Prepare a Minor Preliminary Plat for review by the Client.
7. Revise & refine the Minor Preliminary Plat to address Client comments.
8. Submit the Minor Preliminary Plat and other required documents to the City for review.
9. Revise the Preliminary Plat per the City staff review comments and resubmit the plat to the City for Staff approval.
10. Prepare a four lot final plat.
11. Submit the final plat to utility companies for easement approval.
12. Prepare the necessary surveying documents (Surveyor's Certificate, Treasurer's Certificate and Development Agreement).
13. Prepare typical City subdivision agreements using standard City forms (Agreement for Private Storm Water Management Facilities, Agreement for Private Water Main Facilities, Petition & Assessment Agreements).
14. Submit the final plat & other required documents to the City Development Services Department.
15. Revise the final plat and related documents to address City staff review comments.
16. Submit the various final agreements to the Client for titleholder signature.
17. Prepare and submit the final plat bound documents to the City Development Services Department for approval by the City Council.
18. Deliver the approved final plat bound documents that have been signed by the Mayor and City Clerk to the Client's attorney for final processing and recordation.
19. Conduct a field survey to place a 5/8" diameter iron rebar with plastic surveyor's cap at each new or missing lot corner per the Code of Iowa. If the location is covered with concrete paving, cut an "X" into the concrete to mark the property corner in lieu of a rebar.

CLIENT RESPONSIBILITIES

It will be the Client's responsibility to provide the following:

1. If required, preparation of an opinion letter from an architect to verify building code setback requirements from the proposed property line that will run between the existing buildings. Submittal of this letter to the City of Cedar Rapids for approval.
2. Titleholder signatures required on any required petitions, applications or agreements required by the City.
3. Payment of required impact, permit application, review or other fees not specifically covered in this proposal.
4. A signed Owner's Certificate to be included in the final plat bound documents. Your attorney will need to prepare and provide us a draft of this early in the course of the work. We will use the draft document as a template for the signatory language in the rest of the required platting documents.
5. If required, a signed "mortgagee's certificate and consent".
6. If required, shared parking agreement(s).
7. If required, utility easement agreements for off-site utilities.
8. We will deliver the final plat bound documents that have been approved by the City to your attorney so they can prepare and insert the final title opinion. Your attorney will then deliver the bound documents to your abstract company, who will record the final plat bound documents.
9. Access to the site and buildings as required to facilitate the survey.

SCHEDULE

We will start our services upon receipt of this Agreement signed by you. The following chart shows a schedule for completion of our work based upon typical project development times, typical City review times and our current workload.

Task	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13	Week 14	Week 15	Week 16	Week 17	Week 18	Week 19	Week 20	Week 21	Week 22	Week 23	Week 24	Week 25	Week 26	Week 27	Week 28	Week 29	Week 30	Week 31	Week 32	Week 33	Week 34	Week 35
Field Survey																																			
Preliminary Plat																																			
Final Plat																																			
Set Property Corners																																			

COMPENSATION

We will provide the Scope of Services for a total fee of \$12,440.00 plus reimbursable expenses. We estimate the reimbursable expenses for this portion of the scope will be \$445.00, which includes City final plat application fee, plots, mileage, property pin materials. The final amount billed for reimbursable expenses will be based upon actual costs accrued without mark-up.

The terms of this proposal are valid for 30 days from the date of this proposal.

AGREEMENT

This proposal shall become the Agreement for Services when signed and dated by both parties. The attached **STANDARD TERMS AND CONDITIONS** are made a part of this proposal and Agreement of Services.

When you have executed this agreement, return a signed copy to us. We look forward to working with you. If you have any questions concerning this proposal, please contact us at (319) 298-8888.

ACKNOWLEDGEMENT OF OFFER AND ACCEPTANCE

Proposal accepted and work is authorized to proceed:

LINN COUNTY

BY: _____

TITLE: _____

DATE ACCEPTED: _____

Offer by:

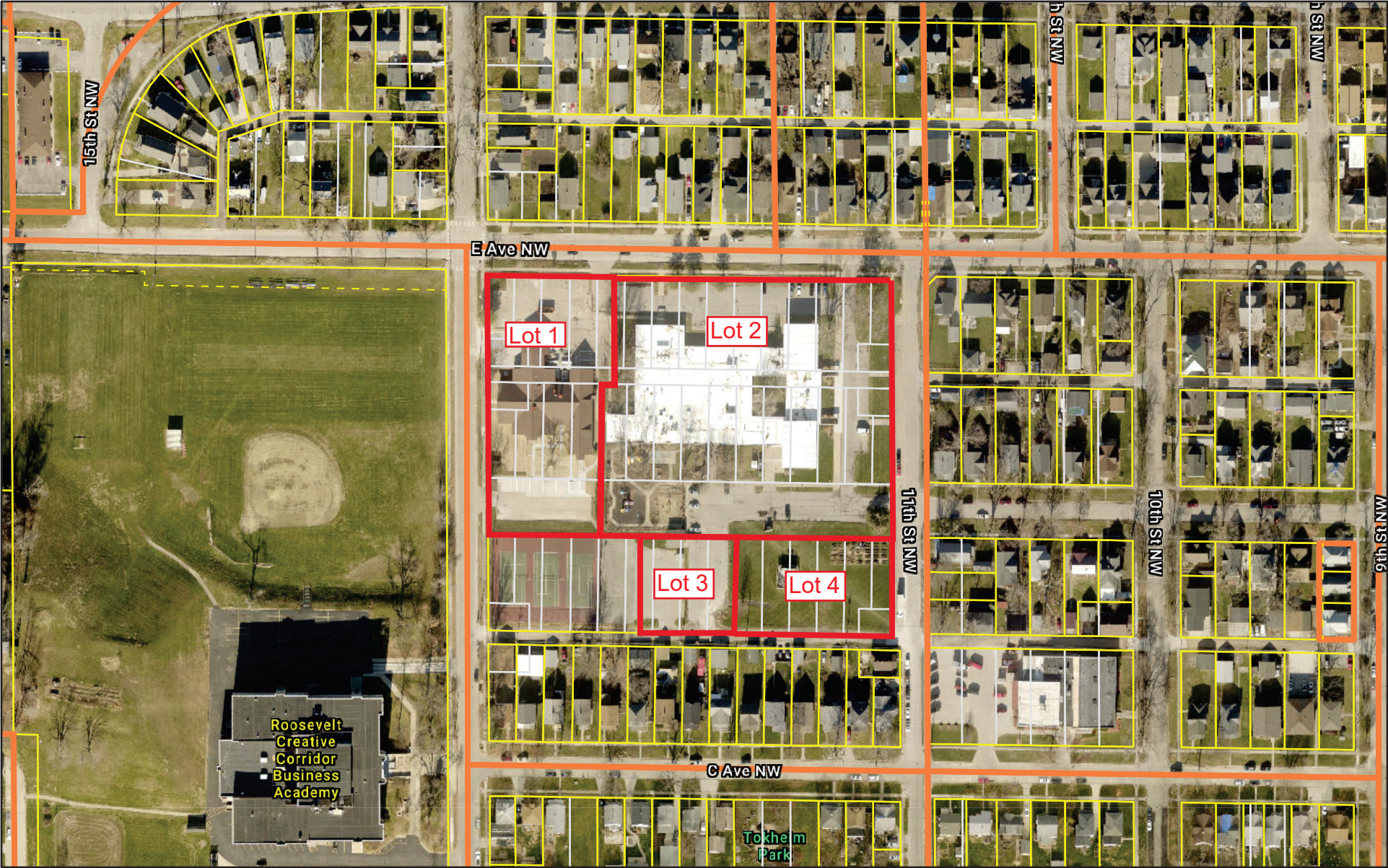
SCHNOOR-BONIFAZI ENGINEERING & SURVEYING, LC

BY: 

Tred Schnoor, PE
Professional Engineer

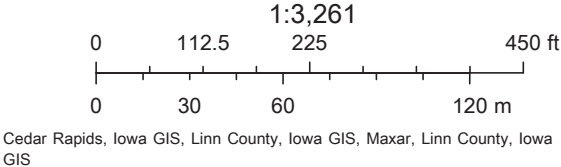
Enc.: Exhibit – Proposed Four Lot Subdivision
Standard Terms and Conditions

Linn County, Iowa Land Records



September 18, 2023

EXHIBIT - PROPOSED FOUR LOT SUBDIVISION





Standard Terms and Conditions

PARTIES

"S-B" shall mean Schnoor-Bonifazi Engineering and Surveying, LC, including its owners, employees, and consultants. "CLIENT" shall mean the person or entity executing this Agreement with "S-B".

LIMITATION OF LIABILITY

To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of S-B to the CLIENT and anyone claiming by, through or under the CLIENT, for any and all claims, losses, costs, or damages of any nature whatsoever arising out of, resulting from or in any way related to the project or this Agreement from any cause or causes, including, but not limited to, negligence, professional errors or omissions, strict liability or breach of any contract or any warranty, expressed or implied, of S-B, shall not exceed the greater of the total compensation to be received or actually received, by S-B under this Agreement or the sum of \$50,000.00. In no event shall S-B be responsible for consequential damages.

STANDARD OF CARE

Services provided by S-B under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

RIGHT OF ENTRY

The CLIENT shall provide for entry for the employees, agents and subcontractors of S-B and for all necessary equipment. While S-B shall take reasonable precautions to minimize any damage to property, it is understood by the CLIENT that in the normal course of the project some damage may occur, the cost of correction of which is not a part of this Agreement.

PAYMENT

Unless otherwise provided herein, invoices will be prepared in accordance with S-B's standard invoicing practices then in effect and will be submitted to CLIENT each month and at the completion of the work on the project. Invoices are due and payable upon receipt by the CLIENT. If CLIENT does not make payment within thirty (30) days after the date the invoice was mailed to the CLIENT, then the amount(s) due S-B shall be increased to include the interest due from the date of mailing at the lesser rate of 1.5% per month compounded or the maximum interest rate allowed by law, cost for attorney fees, and other collection expenses. Any failure to comply with this term shall be grounds for a default termination.

TERMINATION

Either party may terminate this Agreement for convenience or for default by providing written notice to the other party. If the termination is for default, the non-terminating party may cure the default before the effective date of the termination and the termination for default will not be effective. The termination for convenience and for default, if the default is not cured, shall be effective seven (7) days after receipt of written notice by the non-terminating party. In the event that this Agreement is terminated for convenience of either party or terminated by S-B for the default of the CLIENT, then S-B shall be paid for services performed to the termination effective date, including reimbursable expenses, and expenses attributable to the termination. In the event the CLIENT terminates the Agreement for the default of S-B and S-B does not cure the default, then S-B shall be paid for services performed to the termination notice date, including reimbursable expenses, but shall not be paid for services performed after the termination notice date and shall not be paid termination expenses.

INFORMATION PROVIDED BY OTHERS

S-B shall indicate to the CLIENT the information needed for rendering of services hereunder. The CLIENT shall provide to S-B such information, including electronic media, as is available to the CLIENT and the CLIENT's consultants and contractors, and S-B shall be entitled to rely upon the accuracy and completeness of thereof. The CLIENT recognizes that it is impossible for S-B to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the CLIENT is providing. Accordingly, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold S-B harmless from any and all claims, losses, costs or damages of any nature whatsoever for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the CLIENT to S-B.

UNDERGROUND UTILITIES

Information for location of underground utilities may come from the CLIENT, third parties, and/or research performed by S-B or its subcontractors. S-B will use the standard of care defined in this Agreement in providing this service. The information S-B must rely on from various utilities and other records may be inaccurate or incomplete. Therefore, the CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless S-B for all claims, losses, costs and damages arising out of the location of underground utilities provided by S-B under this Agreement.

CONTRACTOR MATTERS

CLIENT agrees that S-B shall not be responsible for the acts or omissions arising from contractor work (including their subcontractors), their employees or other entities that are responsible for performing work that is not in conformance with the construction Contract Documents, if any, prepared by S-B under this Agreement. S-B shall not have responsibility for contractor means, methods, techniques, sequences, and progress of construction. In addition, CLIENT agrees that S-B is not responsible for safety at the project site and that safety during construction is addressed in the contract between the CLIENT and contractor.

SHOP DRAWING REVIEW

If, as a part of this Agreement S-B reviews and approves Contractor submittals, such as shop drawings, product data, samples and other data, as required by S-B, these reviews and approvals shall be only for the limited purpose of checking for conformance with the design concept and the



Standard Terms and Conditions

information expressed in the contract documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the contractor. S-B's review shall be conducted with reasonable promptness while allowing sufficient time in S-B's judgment to permit adequate review. Review of a specific item shall not indicate that S-B has reviewed the entire assembly of which the item is a component. S-B shall not be responsible for any deviations from the contract documents not brought to the attention of S-B in writing by the Contractor. S-B shall not be required to review partial submissions or those for which submissions of correlated items have not been received.

OPINIONS OF PROBABLE COST

If, as a part of this Agreement S-B is providing opinions of probable construction cost, the CLIENT understands that S-B has no control over costs or the price of labor, equipment or materials, or over the Contractor's method of pricing, and that S-B's opinions of probable construction costs are to be made on the basis of S-B's qualifications and experience. S-B makes no warranty, expressed or implied, as to the accuracy of such opinions as compared to bid or actual costs.

CONSTRUCTION OBSERVATION

Unless otherwise specified in the Agreement, the CLIENT has not retained S-B to make detailed inspections or to provide exhaustive or continuous project review and observation services. S-B does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any contractor, subcontractor, supplier or any other entity furnishing materials or performing any work on the project.

OTHER SERVICES

The CLIENT may direct S-B to provide other services, including, but not limited to, any additional services identified in S-B's proposal. If S-B agrees to provide these services, then the schedule shall be reasonably adjusted to allow S-B to provide these services. Compensation for such services shall be at S-B's Standard Hourly Fee Schedule in effect at the time the work is performed unless there is a written Amendment to Agreement that contains an alternative compensation provision.

OWNERSHIP & REUSE OF INSTRUMENTS OF SERVICE

All reports, plans, specifications, field data and notes and other documents, including all documents on electronic media, prepared by S-B as instruments of service shall remain the property of S-B. The CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold S-B harmless from any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to any unauthorized reuse or modifications of the construction documents by the client or any person or entity that acquires or obtains the plans and specifications from or through the CLIENT.

DISPUTE RESOLUTION

Any claims or disputes between the CLIENT and S-B made during or after the providing of services under this Agreement shall be submitted to non-binding mediation. Any costs incurred directly for a mediator shall be shared equally between the parties involved in the mediation.

DELAYS

S-B is not responsible for delays caused by factors beyond S-B's reasonable control, including but not limited to delays because of strikes, lockouts, work slowdowns or stoppages, accidents, acts of God, failure of any governmental or other regulatory authority to act in a timely manner, failure of the CLIENT to furnish timely information or approve or disapprove of S-B's services or work product promptly, or delays caused by faulty performance by the CLIENT or by contractors of any level. When such delays beyond S-B's reasonable control occur, the CLIENT agrees S-B is not responsible for damages, nor shall S-B be deemed to be in default of this Agreement.

ASSIGNMENT

Neither party to this Agreement shall transfer, sublet, or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party.

SEVERABILITY, SURVIVAL AND WAIVER

Any provision of this Agreement later held to be unenforceable for any reason shall be deemed void, and all remaining provisions shall continue in full force and effect. All obligations arising prior to the termination of this Agreement and all provisions of this Agreement allocating responsibility or liability between the CLIENT and S-B shall survive the completion of the services hereunder and the termination of this Agreement. The failure of a party to insist upon strict compliance of any term hereof shall not constitute a waiver by that party of its rights to insist upon strict compliance at a subsequent date.

GOVERNING LAW

This Agreement shall be governed pursuant to the laws in the state of the locale of the S-B address written in this Agreement.

COMPLETE AGREEMENT

This Agreement constitutes the entire and integrated agreement between the CLIENT and S-B and supersedes all prior negotiations, representations and agreements, whether oral or written. If the CLIENT issues a Purchase Order of which this Agreement becomes a part, the terms of this Agreement shall take precedence in the event of a conflict of terms.

SIGNATURES

Original, facsimile, or electronic signatures by the parties are deemed acceptable for binding the parties to the Agreement.

Appointments

September 25

Sustainability and Resiliency Committee

Name: Amie Buckley

Term: September 25, 2023 – September 30, 2024