



## **LINN COUNTY BOARD OF SUPERVISORS**

District 1 | Kirsten Running-Marquardt

District 2 | Ben Rogers

District 3 | Louis J. Zumbach

### **MEETING AGENDA**

Wednesday, August 23, 2023 | 10:00 AM

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.

Approve Revisions to Employee Recognition and Training Policy PM-007

#### **Reports**

Receive and place on file Treasurer's (Auto Dept.) Report to the County Auditor Receipts and Disbursements for the Month of July, 2023.

#### **Resolutions**

Resolution to set public hearing date and time of Monday, August 28, 2023, at 10:00 am to vacate Parcel A, Plat of Survey #2731 as recorded in Book 11521 Page 73804 of the Linn County, Iowa Recorder on July 12, 2023, being part of the SW1/4 SE1/4 Section 13-82-5, Linn County, Iowa.

Resolution to establish stop regulations at numerous locations on Linn County secondary roads.

Resolution to approve Residential Parcel Split for Rock First Addition to Linn County, Iowa, Case PFP23-0003

#### **Contract and Agreements**

Approve and authorize the chairperson to sign an agreement between Linn County and Clinton County for the purchase of juvenile detention services effective July 23, 2023 to January 23, 2024 with a one-time auto renewal for an additional six months commencing on July 23, 2024. Linn County will guarantee one juvenile detention bed to Clinton County at the rate of \$292.94 per day. When available, additional units may be utilized at a rate of \$200 per day.

Approve and authorize Chair to sign an American Rescue Plan Act (ARPA) Subaward Agreement between Linn County and the City of Ely for the Ely Drinking Water Treatment Facility in the amount of \$1,000,000.00.

Approve and authorize the chairperson to sign an Agreement between Linn County and Aspect, Inc. for a stipulated sum of \$166,000 for design and construction contract administration for the Linn County Correctional Center Isolation Cell Buildout Project

Approve and authorize the chairperson to sign a Pre-Annexation Agreement between Linn County and the City of Cedar Rapids establishing conditions associated with the voluntary annexation of Linn County-owned property located at 650 Walford Road and 800 Walford Road, Cedar Rapids, Iowa

## **Licenses & Permits**

## **Regular Agenda**

### **Discuss and Decide on Consent Agenda**

#### **Minutes**

Discuss and decide on meeting minutes.

#### **Claims**

Discuss and decide on claims.

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

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

#### **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).



# BOARD OF SUPERVISORS LINN COUNTY, IOWA

**Title:** Employee Recognition and  
Training Policy

**Policy Number:** PM-007

**Responsible Department:** Human Resources

**Revision No:** 9

**Revision Date:**  
6/28/23

**Policy Effective  
Date:**  
6/28/23

**Expiration Date:**  
None until next  
revision

**Initial Approval Date:** 7/1/96  
**BOS Minutes:** 5/28/96; 5/20/97;  
9/25/02; 10/27/05; 6/25/07; 7/1/09;  
7/1/11; 7/3/19; 6/28/23

**Distribution:** PolicyStat

## I. PURPOSE & OBJECTIVES

~~It is the policy of the Linn County Board of Supervisors to recognize employees for their continuous years of service to the organization, for exemplary service to the County, and upon their retirement from County employment. The Board of Supervisors believes that activities that impact public health, safety, general welfare, security, and quality of life in Linn County serve a public purpose. In accordance with the County's Strategic Plan, we strive to create a culture of empowered employees who understand what customers want and who are provided the tools and resources to advance customer satisfaction. To this end, it is the policy of the Linn County Board of Supervisors to train employees in the areas of communication, respect, accountability, cooperation, safety and security. It is also the policy of the Linn County Board of Supervisors to recognize employees for their continuous years of service to the organization, for exemplary service to the County, and upon their retirement from County employment. These activities directly relate to the functions of government and benefits the general public.~~

## II. SCOPE

This policy is applicable to all regularly scheduled full-time and permanent part-time Linn County employees responsible to the Board of Supervisors; to an Elected Official, including the Elected Official and their deputies including special deputies; and the Public Health and Conservation Departments.

Whenever the provisions of this policy are in conflict with the Code of Iowa, or with a Linn County labor agreement, the provisions of the Code of Iowa or the labor agreement will prevail.

## III. PROCEDURES

### Years of Service:

In appreciation for dedicated and continuous service, Linn County employees shall receive a recognition award at the completion of one (1) year of service, five (5) years of service, and in five (5) year increments thereafter. Awards will be given quarterly at a recognition breakfast held at a designated location for recipients, their guest and their supervisor.

The schedule for awards is as follows:

| <b><u>Years of Continuous Service</u></b> | <b><u>Recognition Award</u></b>                                    |
|-------------------------------------------|--------------------------------------------------------------------|
| 1 year                                    | Token of Appreciation such as a County Logo Key Chain or Lapel Pin |
| 5 years                                   | Certificate of Appreciation and a Gift Card equal to \$20.00       |
| 10 years                                  | Certificate of Appreciation and a Gift Card equal to \$25.00       |
| 15 years                                  | Certificate of Appreciation and a Gift Card equal to \$35.00       |
| 20 years                                  | Certificate of Appreciation and a Gift Card equal to \$45.00       |
| 25 years                                  | Certificate of Appreciation and a Gift Card equal to \$70.00       |
| 30 years and continuous 5-year increments | Certificate of Appreciation and a Gift Card equal to \$85.00       |

All Linn County employees with one (1) or more years of service will receive a token of appreciation.

All employees who reach a five (5) year increment will receive an invitation to the recognition breakfast and the designated award for years of service, according to the schedule of awards.

At the end of each quarter, the Human Resources Liaison will notify the Employee Recognition Committee of the employees scheduled to receive awards during the next breakfast.

## **EMPLOYEE RECOGNITION SELECTION COMMITTEE**

A twelve (12) member Employee Recognition Selection Committee is established, as follows:

County departments will be divided into six (6) groups as equal in number of employees as possible. Departments with ten (10) or more employees will submit the names of one (1) management and one (1) non-management employee for possible appointment to the Selection Committee. Departments with less than ten (10) employees will submit the name of one (1) employee, either management or non-

management. The Human Resources Department will assign one staff member to serve as the HR Liaison to the committee.

**The Groups are made up of the following departments:**

**Group 1** – Auditor’s, County Attorney, Recorder, Board of Supervisors, Facilities, Finance & Budget

**Group 2** – Secondary Roads and Conservation

**Group 3** –LCCS and Risk Management

**Group 4** – Juvenile Detention, Veteran’s Affairs, IT, Purchasing and Veteran’s Affairs

**Group 5** – Sheriff's Office

**Group 6** –Treasurer’s Office, Planning and Public Health

It is suggested that the employees are chosen first by asking for volunteers and if more than one employee volunteers from each category, (management and non-management) then selection is made by a drawing from those names submitted. If there are no volunteers from a department, then that department will not forward any names to the Human Resources Department.

The Human Resources Department will divide the nominees according to which group their department is in above. The Human Resources Department will draw one name from each category of management and non-management for each of the six (6) groups, resulting in a committee of not more than twelve (12) people.

Each member selected to be on the committee will serve a two year term. At the end of the two year term, if there are no volunteers to join the committee, the member may continue to serve on the committee.

The HR Liaison will schedule quarterly meetings to review exemplary service nominations. Committee members may call the nominator to discuss the nomination and ensure the nomination meets the criteria set forth for exemplary service. The Employee Recognition Selection Committee and the Employee Recognition Policy Committee will jointly host the recognition breakfasts. A member of the Employee Recognition Selection Committee will narrate the breakfasts.

**RECOGNITION FOR EXEMPLARY SERVICE**

The Board of Supervisors will recognize employees for exemplary service on a quarterly basis. Awards will be presented for work in the following categories: innovation, customer satisfaction, teamwork, and core values. Notice of the awards and names of recipients will be published in the County Newsletter. At the end of the fiscal year, the HR Liaison will put out a special newsletter highlighting all employees who were nominated for awards during the previous fiscal year.

Nomination forms must be completed for each nomination that is made, and submitted to the Human Resources Department. The Human Resources Liaison will forward nominations to the Employee Recognition Selection Committee. The forms must be complete and legible. Nomination forms are available through the Human Resources Department, in the Employee Handbook, and on the Intranet.

Nomination forms for exemplary service must be submitted by September 1 for presentation in October; by December 1 for presentation in January; by March 1 for presentation in April and by June 1 for presentation in July.

Nominations must be for work accomplished in the previous twelve (12) month period from the date the nomination is due. An employee may be nominated no more than two (2) times for the same work in any year period. An employee may be selected for each award for different work in any year period. An employee may receive the same award only once in any two (2) year period. Any employee or supervisor may nominate any other employee or supervisor.

### **Innovation:**

#### **Innovation may be demonstrated through the following ways:**

1. The creation of a new product or enhancement/improvement of an existing product which results in improved customer satisfaction
2. The creation or improvement of a process which result in time savings, work flow enhancements, cost savings, revenue increases, improved service, or increased safety
3. Implementation of a new technology application which enhances customer satisfaction

#### **Nominations will be evaluated based upon the following behaviors:**

- A. **Initiative:** the awarded work will display a willingness to start an activity without having it assigned
- B. **Creativity:** the awarded work will be of an original nature or an original adaptation of existing work
- C. **Results:** the awarded work will have an impact on dollars, effectiveness, systems, and/or technology

### **Customer Satisfaction:**

#### **Customer satisfaction may be demonstrated through the following ways:**

1. Prioritizing customer satisfaction with the creation or enhancement Linn County Products to better satisfy Customers
2. Providing understanding and assistance to Customers who are not satisfied with a Product or process
3. Taking the initiative to resolve and close the customer experience gap
4. Listening to the Customer to understand their needs and/or expectations in order to improve the customer experience
5. Taking the initiative to determine and confirm understanding of customer needs and expectations to enhance the customer experience

#### **Nominations will be evaluated based upon the following:**

- A. **Products:** the awarded work will highlight the creation of new and/or improved existing products to meet customer needs & expectations
- B. **Voice of the Customer:** the awarded work will focus on identifying and prioritizing needs of the customer
- C. **Bridging the Gap:** the awarded work utilize information from customer interactions to improve and innovate products to enhance customer

experiences to reconcile any differences that exist between customer expectations and customer experience

### **Teamwork:**

#### **Teamwork may be demonstrated through the following way:**

1. A collaborative effort between individuals who work toward the solution of mutual goals and internal customer satisfaction.

#### **Nominations will be evaluated based upon the following behaviors:**

- A. **Cooperation:** the awarded work will display the willingness to take on additional responsibilities to meet department and/or organizational goals or to complete a special project
- B. **Openness:** the awarded work will display the willingness to freely share and accept information, ideas, technologies, knowledge, and skills
- C. **Teambuilding:** the awarded work will display the willingness to create an environment that encourages working together

### **Core Values:**

#### **Core Values is demonstrated through the following way:**

1. An employee or group of employees creating an environment and culture of positive attitudes and behaviors that result in improved customer satisfaction.

#### **Nominations will be evaluated based upon the following behaviors:**

**Communication:** the awarded work will display a willingness to communicate openly and effectively

**Respect:** the awarded work will demonstrate personal integrity and respect for others

**Accountability:** the awarded work will recognize the accountability of an employee or group of employees' actions and/or decisions

**Valued contributions:** the awarded work will recognize the valued contributions of an employee or group of employees

**Supportive environment:** the awarded work will document the creation of a supportive, positive work environment

## **SELECTION PROCESS**

The selection process has been designed to assure objectivity and fairness to eligible nominees. Nomination facts will be verified by the Chairperson of the Selection Committee prior to the committee meeting. This is not intended to judge the worth of the nomination, but to confirm the facts given on the nomination form, so that ratings are based on fact. The rating system will be a weighted average method along a four-point scale as described below. A minimum averaged score of 1.0 is required for any award to be given.

- \* 0 = does not meet definition
- \* 1 = meets definition
- \* 2 = exceeds definition
- \* 3 = greatly exceeds definition

Nominations will be ranked based upon the characteristics below and their associated weights.

In the event of a tie the Employee Recognition Selection Committee will flip a coin to determine a quarterly award winner.

In the event of a single nomination the Selection Committee will evaluate the nomination based on the criteria set forth in this policy. If the nomination doesn't receive a minimum score of 1.0 then no award will be given.

If a member of the Employee Recognition Selection Committee is nominated for an award and/or submitted a nomination for a quarterly award or directly supervises a nominee for a quarterly award, he/she shall abstain from the selection process for that award category.

#### **INNOVATION:**

Initiative = 30%

Creativity = 30%

Results = 40%

#### **CUSTOMER SATISFACTION**

Products = 33%

Voice of the Customer = 34%

Bridging the Gap = 33%

#### **TEAMWORK:**

Cooperation = 20%

Openness = 30%

Team Builder = 50%

#### **CORE VALUES:**

- Communication = 20%
- Respect = 20%
- Accountability = 20%
- Valued contributions = 20%
- Supportive = 20%

#### **Example:**

Employee A and Employee B have each been nominated for the innovation award. The ERSC rates the two (2) employees as follows on the scale of 0-3:

| <u>Employee</u> | <u>Initiative (30%)</u> | <u>Creativity (30%)</u> | <u>Result (40%)</u> |
|-----------------|-------------------------|-------------------------|---------------------|
|-----------------|-------------------------|-------------------------|---------------------|

|            |   |   |   |
|------------|---|---|---|
| Employee A | 1 | 3 | 3 |
| Employee B | 3 | 2 | 2 |

*Next, the scores in each category are multiplied by the percentage weight:*

|            |                      |                      |                       |
|------------|----------------------|----------------------|-----------------------|
| Employee A | $1 \times 30\% = .3$ | $3 \times 30\% = .9$ | $3 \times 40\% = 1.2$ |
| Employee B | $3 \times 30\% = .9$ | $2 \times 30\% = .6$ | $2 \times 40\% = .8$  |

*Then, the scores are added:*

|            |    |   |    |   |     |   |     |
|------------|----|---|----|---|-----|---|-----|
| Employee A | .3 | + | .9 | + | 1.2 | = | 2.4 |
| Employee B | .9 | + | .6 | + | .8  | = | 2.3 |

Employee A would receive the award in the Innovation category.

Presentations for exemplary service will be made during the same breakfast meeting, which is held for years of service award recipients in the first month of each quarter for the previous quarter (October, January, April, and July). The employee who made the nomination, and the employee's department head or supervisor, if applicable, will be invited to attend the breakfast.

## **Awards for Exemplary Service**

Permanent full-time and part-time employees receiving an award for exemplary service in each quarter will receive a \$100 award and a certificate from the Board of Supervisors.

The award for any group of employees (2 or more) is a monetary award to each employee (according to the chart below) and a certificate from the Board of Supervisors for each member of the group.

|                |                                                                                           |
|----------------|-------------------------------------------------------------------------------------------|
| 2-5 Employees  | \$50                                                                                      |
| 6-10 Employees | \$25                                                                                      |
| 10+ employees  | \$25 (The department/office of the employee will fund any group awards over 10 employees) |

All monetary awards for exemplary service will be paid via the payroll process. The award will be deposited directly into the employee's bank account or a check mailed to their home address.

There is a possibility of a maximum of four (4) awards each quarter. If no employees are nominated during an award period, no awards will be given.

## **RECOGNITION AT RETIREMENT**

In the interest of recognizing an employee's accomplishments at the conclusion of his/her work life, permanent full-time and part-time employees who retire from the County shall be formally recognized as indicated below. The Board of Supervisors will present these awards at one of the quarterly breakfast meetings. The schedule of awards shall be as follows:

1. An eligible employee who retires with less than ten (10) years of continuous service shall receive a certificate of appreciation from the Board of Supervisors & a \$25 Visa gift card.
2. An eligible employee who retires with at least ten (10) years of continuous service, but less than twenty (20) years, shall receive a certificate of appreciation from the Board of Supervisors and a \$50 Visa Gift Card.
3. An eligible employee who retires with twenty (20) or more years of continuous service but less than thirty (30) years shall receive a certificate of appreciation from the Board of Supervisors and a \$75 Visa Gift Card.
4. An eligible employee who retires with at least 30 years or more of continuous service shall receive a certificate of appreciation from the Board of Supervisors and a \$100 Visa Gift Card.

Any additional celebration in honor of an employee beyond the quarterly recognition breakfast meeting will be the responsibility of employees within the retiree's department. The use of County time and facilities (if available) for a retirement party will be granted, but no County funds will be expended for this purpose.

#### **RECOGNITION FOR HEALTH, WELLNESS, SAFETY AND SKILL DEVELOPMENT**

In the interest of recognizing an employee's efforts to take care of themselves (physically, mentally, emotionally, and financially) and to promote safe workplace practices, the Board of Supervisors specifically authorizes the following events:

- Annual Health & Safety Fair
- Annual Secondary Road Safety Days (Fall and Spring)

Attendance at these events requires the employees to do so during a meal period. Therefore, The Board of Supervisors authorizes the expenditure of public funds for the purpose of providing a meal. Any meal or snack paid for with public funds must be a reasonable price and be an integral part of an employee's job duties.

In addition, safety, skill and competency development training sessions for both managers and non-supervisory employees serve a public purpose by ensuring that those who serve the public are trained in safety, communication and conflict resolution skills and that managers are trained in employment practices that comply with the law and follow County policies and procedures to reduce the County's liability.

In order for food to be served at a training that meets the above criteria, the training must occur during a meal time and attendance has been authorized by an employee's supervisor as being necessary and beneficial to the ability of the employee to perform their job functions. The number of employees in attendance for these trainings where

food is provided must be attached to an itemized receipt for the meal or snack provided.

## **ADMINISTRATIVE PROCEDURES**

1. The Human Resources Department is responsible for administering the provision of this policy to ensure the timely presentation of recognition awards. The Human Resources Department and the Risk Management Department are responsible for training content, schedules and ensuring that any meals provided adhere to the above requirements.
2. The Department Heads are expected to cooperate in the effective implementation of this policy by verifying lengths of service as may be needed; ~~and~~ by notifying the Human Resources Department as far in advance as possible of impending retirements and by cooperating with both departments when coordinating training times and criteria.

TREASURER'S (AUTO DEPT.) REPORT TO THE COUNTY AUDITOR  
 RECEIPTS AND DISBURSEMENTS  
 MONTH OF        JULY        2023

| FUND              | RECEIPTS        |           | DISBURSEMENTS   |           | PREVIOUS BAL.   | GRAND TOTAL     |
|-------------------|-----------------|-----------|-----------------|-----------|-----------------|-----------------|
|                   | CASH BOOK       | TRANSFERS | TREAS CKS.      | TRANSFERS |                 |                 |
| AUTO LICENSE      | \$ 3,781,141.30 |           | \$ 3,940,929.90 |           | \$ 3,940,929.90 | \$ 3,781,141.30 |
| USE TAX           | \$ 3,113,333.11 |           | \$ 2,940,042.62 |           | \$ 2,940,042.62 | \$ 3,113,333.11 |
| SURCHARGE         | \$ 26,890.00    |           | \$ 28,410.00    |           | \$ 28,410.00    | \$ 26,890.00    |
| AMATEUR RADIO     | \$ 70.00        |           | \$ 55.00        |           | \$ 55.00        | \$ 70.00        |
| BLACK OUT         | \$ 53,678.00    |           | \$ 56,876.00    |           | \$ 56,876.00    | \$ 53,678.00    |
| BREAST CANCER     | \$ 65.00        |           | \$ 10.00        |           | \$ 10.00        | \$ 65.00        |
| BRONZE STAR       | \$ 35.00        |           | \$ 25.00        |           | \$ 25.00        | \$ 35.00        |
| CATTLEMAN         | \$ 95.00        |           | \$ 175.00       |           | \$ 175.00       | \$ 95.00        |
| CHOOSE LIFE       | \$ 40.00        |           | \$ 30.00        |           | \$ 30.00        | \$ 40.00        |
| ISU               | \$ 338.00       |           | \$ 245.00       |           | \$ 245.00       | \$ 338.00       |
| U OF I            | \$ 975.00       |           | \$ 1,235.00     |           | \$ 1,235.00     | \$ 975.00       |
| UNI               | \$ 35.00        |           | \$ 115.00       |           | \$ 115.00       | \$ 35.00        |
| OTHER COLLEGE PL  | \$ 140.00       |           | \$ 315.00       |           | \$ 315.00       | \$ 140.00       |
| PERS PLATE        | \$ 1,819.00     |           | \$ 2,033.00     |           | \$ 2,033.00     | \$ 1,819.00     |
| DECAL             | \$ -            |           | \$ 5.00         |           | \$ 5.00         | \$ -            |
| DUCKS UNLTD       | \$ 50.00        |           | \$ 30.00        |           | \$ 30.00        | \$ 50.00        |
| EDUCATION         | \$ 10.00        |           | \$ 10.00        |           | \$ 10.00        | \$ 10.00        |
| EMS               | \$ -            |           | \$ -            |           | \$ -            | \$ -            |
| EV/PHEV           | \$ 13,053.97    |           | \$ 12,596.63    |           | \$ 12,596.63    | \$ 13,053.97    |
| FALLEN OFFICER    | \$ 30.00        |           | \$ 135.00       |           | \$ 135.00       | \$ 30.00        |
| FIREFIGHTER       | \$ 75.00        |           | \$ 25.00        |           | \$ 25.00        | \$ 75.00        |
| FLY OUR COLORS    | \$ 845.00       |           | \$ 1,184.00     |           | \$ 1,184.00     | \$ 845.00       |
| GOD BLESS         | \$ 90.00        |           | \$ 105.00       |           | \$ 105.00       | \$ 90.00        |
| GOLD STAR FAMILY  | \$ 5.00         |           | \$ -            |           | \$ -            | \$ 5.00         |
| HERITAGE          | \$ -            |           | \$ 35.00        |           | \$ 35.00        | \$ -            |
| IOWA AG LITERACY  | \$ -            |           | \$ -            |           | \$ -            | \$ -            |
| LEGION OF MERIT   | \$ -            |           | \$ -            |           | \$ -            | \$ -            |
| LOVE R KIDS       | \$ 35.00        |           | \$ 20.00        |           | \$ 20.00        | \$ 35.00        |
| MCYCLE RIDER      | \$ 15.00        |           | \$ 10.00        |           | \$ 10.00        | \$ 15.00        |
| NAT'L GUARD       | \$ -            |           | \$ -            |           | \$ -            | \$ -            |
| DNR               | \$ 3,790.00     |           | \$ 3,741.00     |           | \$ 3,741.00     | \$ 3,790.00     |
| ORGAN DONOR       | \$ 75.00        |           | \$ 55.00        |           | \$ 55.00        | \$ 75.00        |
| PEARL HARBOR      | \$ -            |           | \$ -            |           | \$ -            | \$ -            |
| POW               | \$ -            |           | \$ -            |           | \$ -            | \$ -            |
| PROFESSIONAL FIRE | \$ 10.00        |           | \$ 15.00        |           | \$ 15.00        | \$ 10.00        |

RECEIVED

2023 AUG 11 AM 10:35

LINN COUNTY AUDITOR

|                  |    |              |    |   |    |              |    |              |    |              |
|------------------|----|--------------|----|---|----|--------------|----|--------------|----|--------------|
| PURPLE HEART     | \$ | 40.00        |    |   | \$ | 10.00        | \$ | 10.00        | \$ | 40.00        |
| PWD              | \$ | 10.00        |    |   | \$ | 10.00        | \$ | 10.00        | \$ | 10.00        |
| USAF AIRFORCE    | \$ | 30.00        |    |   | \$ | 15.00        | \$ | 15.00        | \$ | 30.00        |
| USAF ARMY        | \$ | 55.00        |    |   | \$ | 205.00       | \$ | 205.00       | \$ | 55.00        |
| USAF COAST GUARD | \$ | 5.00         |    |   | \$ | 10.00        | \$ | 10.00        | \$ | 5.00         |
| USAF MARINES     | \$ | 5.00         |    |   | \$ | 5.00         | \$ | 5.00         | \$ | 5.00         |
| USAF NAVY        | \$ | 5.00         |    |   | \$ | 45.00        | \$ | 45.00        | \$ | 5.00         |
| SHARE THE ROAD   | \$ | 35.00        |    |   | \$ | 135.00       | \$ | 135.00       | \$ | 35.00        |
| SHRINERS         | \$ | 10.00        |    |   | \$ | 80.00        | \$ | 80.00        | \$ | 10.00        |
| SILVER STAR      | \$ | -            |    |   | \$ | -            | \$ | -            | \$ | -            |
| VETERANS         | \$ | 315.00       |    |   | \$ | 325.00       | \$ | 325.00       | \$ | 315.00       |
| VETS CROSS/MEDAL | \$ | 5.00         |    |   | \$ | -            | \$ | -            | \$ | 5.00         |
| ANATOMICAL FEES  | \$ | 428.40       |    |   | \$ | 593.43       | \$ | 593.43       | \$ | 428.40       |
| ADMIN FEES       | \$ | 15.00        |    |   | \$ | 15.00        | \$ | 15.00        | \$ | 15.00        |
| MAIL PROCESSING  | \$ | 21,785.00    |    |   | \$ | 23,326.00    | \$ | 23,326.00    | \$ | 21,785.00    |
| NSF FEES         | \$ | 653.00       |    |   | \$ | 493.00       | \$ | 493.00       | \$ | 653.00       |
| AUTO TRANSFERS   |    |              |    |   |    |              |    | (131,000.00) | \$ | (131,000.00) |
| TOTAL            | \$ | 7,020,134.78 | \$ | - | \$ | 7,013,730.58 | \$ | -            | \$ | 6,882,730.58 |
|                  |    |              |    |   |    |              |    |              | \$ | 6,889,134.78 |

RECEIVED  
2023 AUG 11 AM 10:35  
LINN COUNTY AUDITOR

LINN COUNTY TREASURER

40280 Days, Deputy Treasurer

Prepared By: Linn County Secondary Road Dept., 1888 County Home Rd, Marion, IA 52302 (319) 892-6400  
Return To: Linn County Auditor Office, 935 2<sup>nd</sup> St SW, Cedar Rapids, IA 52404 (319)892-5300

**RESOLUTION # \_\_\_\_\_**

**SET PUBLIC HEARING TO VACATE EXCESS RIGHT-OF-WAY AND FOR CONVEYANCE OF THE  
VACATED RIGHT-OF-WAY**

WHEREAS, the Board of Supervisors, Linn County, Iowa, is empowered under the authority of §306, Code of Iowa, to dispose of the right, title, interest, estate, and claim of Linn County, Iowa, in real property, and

WHEREAS, the Board of Supervisors, Linn County, Iowa, shall vacate the right-of-way described as:

**LEGAL DESCRIPTION**

Parcel A, Plat of Survey #2731 as recorded in Book 11521 Page 73804 of the Linn County, Iowa Recorder on July 12, 2023, being part of the SW1/4 SE1/4 Section 13-82-5, Linn County, Iowa.  
and

WHEREAS, property owners, listed in the table below, owners of real property adjacent to the above-described parcel of vacated right-of-way desire to obtain, through Quit Claim deed, whatever right, title, interest, estate, and claim Linn County may have in the above-described parcel of vacated right-of-way.

| No. | Property Owner             | Legal Description              |
|-----|----------------------------|--------------------------------|
| 1   | Stacy S & Nathaniel R Ross | N 36RDS W 45RDS SW SE E OF RDS |

NOW, THEREFORE, BE IT AND IT IS HEREBY RESOLVED by the Board of Supervisors, Linn County, Iowa, this date met in lawful session that a public hearing shall be held for the purpose of determining whether Linn County, Iowa, will vacate all interest Linn County, Iowa, may have in the above-described parcel of right-of-way.

BE IT FURTHER RESOLVED THAT the Board of Supervisors, Linn County, Iowa, this date met in lawful session that a public hearing shall be held for the purpose of determining whether Linn County, Iowa, will convey to the above listed property owners, whatever right, title, interest, estate, and claim Linn County, Iowa, may have in the above-described parcel of vacated right-of-way.

BE IT FURTHER RESOLVED that said hearing shall be held Monday, August 28, 2023, at 10:00 am, in the formal Board Room on the lower level of the Jean Oxley Linn County Public Service Center, 935 2<sup>nd</sup> St SW, Cedar Rapids, Iowa, for the above stated purpose and that notice of the time and place of said public hearing shall be published in accordance with §331.305, Code of Iowa.

Dated at Cedar Rapids, Linn County, Iowa, on August 23, 2023.

BOARD OF SUPERVISORS  
LINN COUNTY, IOWA

\_\_\_\_\_  
Chairperson

\_\_\_\_\_  
Vice Chairperson

\_\_\_\_\_  
Supervisor

ATTEST:

\_\_\_\_\_  
Linn County Auditor

STATE OF IOWA )  
COUNTY OF LINN)SS

I, \_\_\_\_\_, County Auditor of Linn County, Iowa, Linn County, Iowa,  
hereby certify that at a regular meeting of the said Board, the foregoing resolution was duly  
adopted by a vote of \_\_\_\_ aye, \_\_\_\_ nay and \_\_\_\_ abstained from voting.

\_\_\_\_\_  
Linn County Auditor

Subscribed and sworn to before me by the aforesaid on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

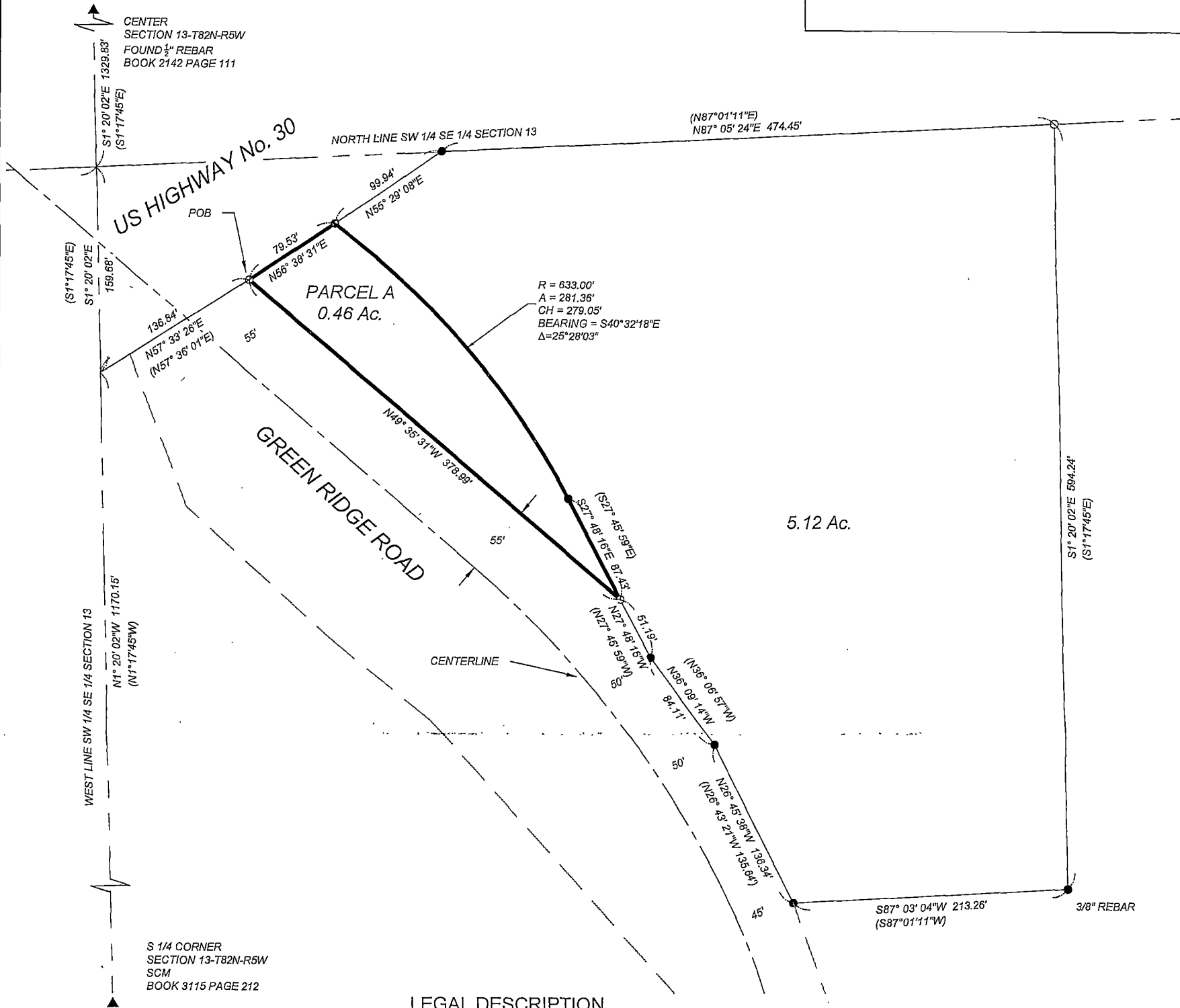
\_\_\_\_\_  
Notary Public, State of Iowa

PLAT OF SURVEY No. 2731  
PARCEL A

Recorder's Stamp:

Doc ID: 025983990001 Type: GEN  
Recorded: 07/12/2023 at 02:00:48 PM  
Fee Amt: \$12.00 Page 1 of 1  
Linn County Iowa  
CAROLYN SIEBRECHT RECORDER  
BK 11521 PG 73804

Index Legend  
Location Description A part of the SW 1/4 SE 1/4 Section 13-82-5  
Requestor: Stacy Ross  
Proprietor: Linn County, Iowa  
Surveyor: Kevin F. Bradshaw, L.S.  
Surveyor Company: Brain Engineering, Inc.  
Return to: SM Brain, 1540 Midland Ct NE Cedar Rapids, IA  
52402 or mikeb@brain-eng.com (319) 294-9424



LEGAL DESCRIPTION

A part of the SW 1/4 SE 1/4 of Section 13, Township 82 North, Range 5 West of the 5th P.M., Linn County, Iowa, described as follows:

Commencing as a point of reference at the S 1/4 corner;  
thence N01°20'02"W along the west line of said SW 1/4 SE 1/4, 1170.15 feet;  
thence N57°33'26"E, 136.84 feet to the Point of Beginning;  
thence N56°38'31"E, 79.53 feet to the east right of way line of Green Ridge Road;  
thence SE-ly along said east right of way line on an arc of 281.36 feet of a 633.00-foot radius curve to the right, having a chord length of 279.05 feet bearing S40°32'18"E;  
thence S27°48'16"E along said east right of way line, 87.43 feet;  
thence N49°35'31"W, 378.99 feet to the Point of Beginning, containing 0.46 acres.

NOTES: ALL MEASUREMENTS IN FEET AND DECIMALS THEREOF.

I hereby certify that this land surveying document and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Signed Kevin F. Bradshaw Date 7-06-23

Kevin F. Bradshaw, L.S.  
My License Renewal Date Is December 31, 2024  
License Number 17543  
Pages or sheets covered by this seal: THIS PAGE

- 0 50 100 200
- ▲ FOUND SECTION CORNER
  - FOUND 1/2" REBAR W/OPC #19515 OR AS LABELED
  - △ SET SECTION CORNER
  - SET 1/2" REBAR W/ YPC #9647
  - POB POINT OF BEGINNING
  - () RECORDED AS
  - SCM 4"x 4" CONCRETE POST w/DISK
  - UE UTILITY EASEMENT
  - YPC YELLOW PLASTIC CAP
  - OPC ORANGE PLASTIC CAP
- BORDER  
- - - CENTERLINE  
- - - PROPERTY LINE  
- - - SECTION LINE  
- - - ADJACENT PROPERTY/ROW

DATE OF SURVEY: 4/20/23

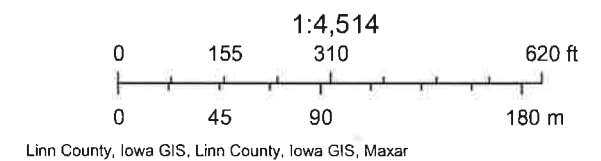
|                          |                                                          |                                                                                |                               |                |
|--------------------------|----------------------------------------------------------|--------------------------------------------------------------------------------|-------------------------------|----------------|
| Project No:<br>599123-10 | Title:<br><b>PLAT OF SURVEY No. 2731</b><br><br>PARCEL A | <br>CIVIL • LAND DEVELOPMENT • SURVEYING • TRANSPORTATION<br>ENGINEERING, INC. | Drawn: SMB                    | Book: DC       |
|                          |                                                          |                                                                                | 4/21/23                       |                |
|                          |                                                          |                                                                                | Checked: <u>SMB</u><br>7/5/23 | Scale: 1"=100' |
|                          |                                                          |                                                                                |                               |                |

\$12 Cash LB

# Linn County, Iowa Land Records



July 31, 2023



**RESOLUTION # \_\_\_\_\_**

**ESTABLISH STOP REGULATIONS**

WHEREAS, the following intersections located in Linn County have been reviewed by the Linn County Secondary Road Department, and

WHEREAS, it is deemed appropriate to place traffic control signing, and

NOW THEREFORE BE IT RESOLVED by the Board of Supervisors, meeting in regular session, and upon recommendation of the Linn County Engineer that the Secondary Road Department place a stop sign at the following locations.

**District 1 (west of I-380)**

| Road Name    | Direction of Traffic | At Intersection with Road Name | Section | Township | Range |
|--------------|----------------------|--------------------------------|---------|----------|-------|
| Trinity Road | Eastbound            | Young Road                     | 8       | 83       | 8     |
| Trinity Road | Westbound            | Sisley Grove Road              | 5       | 83       | 8     |
| Otter Road   | Northbound           | Hagerman Road                  | 1       | 84       | 8     |

**District 3 (north of Hwy 151 and east of Hwy 13)**

| Road Name         | Direction of Traffic | At Intersection with Road Name | Section | Township | Range |
|-------------------|----------------------|--------------------------------|---------|----------|-------|
| Falcon Road       | Westbound            | Barrett Road                   | 34      | 85       | 6     |
| Hodgin Road       | Eastbound            | Quaker Road                    | 24      | 84       | 5     |
| Silver Creek Road | Westbound            | Boulder View Road              | 14      | 86       | 5     |

**District #4 (west of Hwy 13 and north of 151)**

| Road Name           | Direction of Traffic | At Intersection with Road Name | Section | Township | Range |
|---------------------|----------------------|--------------------------------|---------|----------|-------|
| Hickory Valley Road | Westbound            | McNeil Road                    | 13      | 85       | 8     |
| Justins Road        | Eastbound            | N Marion Road                  | 36      | 86       | 7     |
| Ondler Road         | Southbound           | Campfire Road                  | 7       | 86       | 7     |

The Board of Supervisors declares these signs to be legal, valid and enforceable and directs the County Engineer to erect said signs in accordance with the provisions of the Code of Iowa.

Moved by Supervisor \_\_\_\_\_ Seconded by Supervisor \_\_\_\_\_  
that the above resolution be adopted this \_\_\_\_ day of \_\_\_\_\_, 202\_\_\_\_ by a vote of \_\_\_\_ aye \_\_\_\_ nay and  
\_\_\_\_\_ abstain from voting.

BOARD OF SUPERVISORS  
LINN COUNTY, IOWA

---

Chairperson

---

Vice Chairperson

---

Supervisor

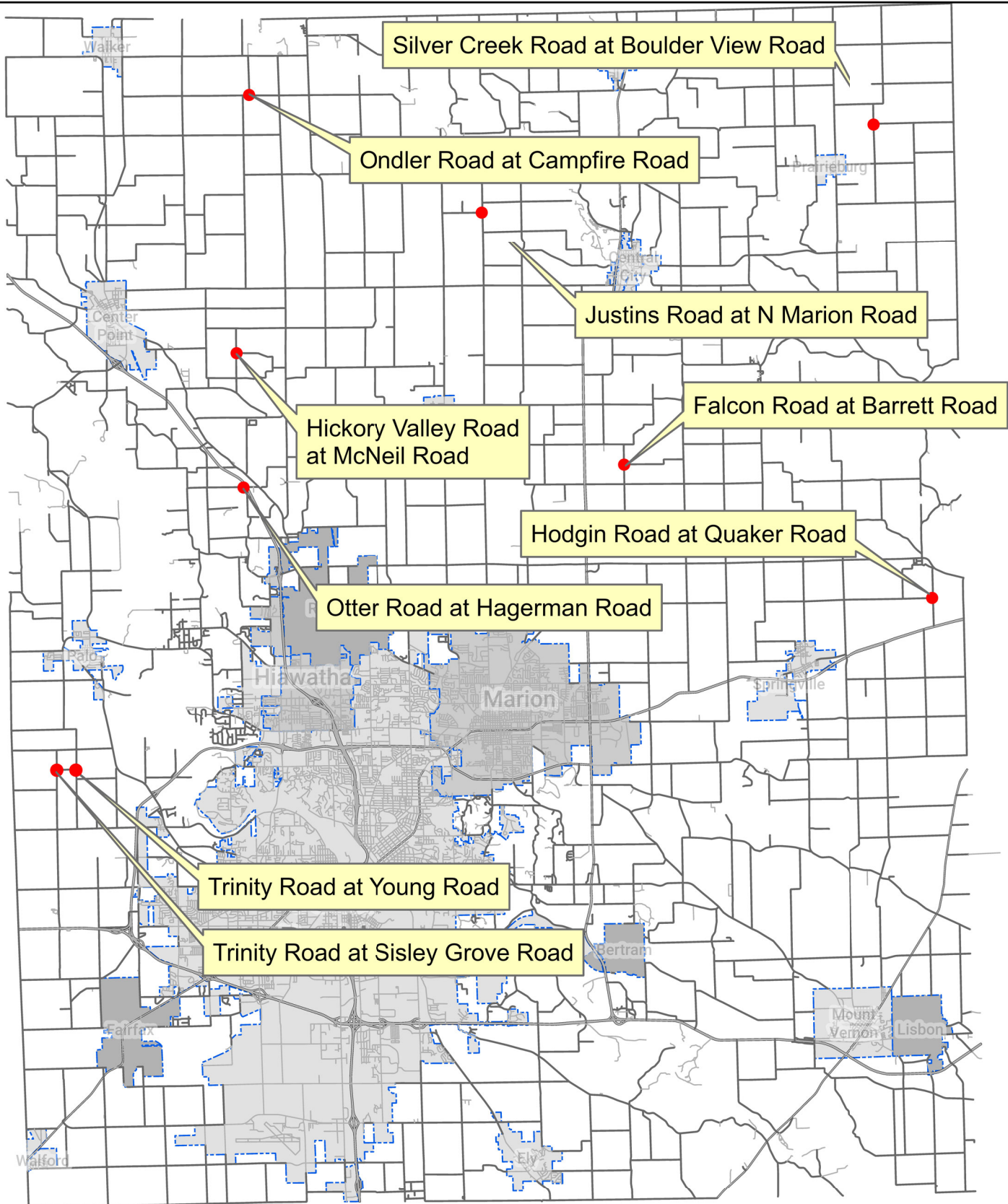
ATTEST:

---

Linn County Auditor

# Installation of New Stop Signs

## Linn County Secondary Road Department



**LINN COUNTY BOARD OF SUPERVISORS**

**RESOLUTION # \_\_\_\_\_**

**APPROVING RESIDENTIAL PARCEL SPLIT**

**WHEREAS**, a Residential Parcel Split of ROCK FIRST ADDITION TO LINN COUNTY, IOWA (Case # PFP23-0003) to Linn County, Iowa, containing one (1) lot, numbered lot 1 has been filed for approval, a subdivision of real estate located in the NE NW of Section 23, Township 85 North, Range 8 West of the 5th P.M., Linn County, Iowa, described as follows:

Lots 30 and 31, Vern Acres Fourth Addition in Linn County, Iowa

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

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

**WHEREAS**, the following conditions as listed on the Planning and Development Staff Report of as last amended on 6/20/2023 have been addressed:

**LINN COUNTY SECONDARY ROAD DEPARTMENT, 892-6400**

1. Entrance permit required for new entrances and existing unpermitted entrances, Sec.11 and the Unified Development Code, Article IV, Sec. 107-72 § 2 (h)(5). All approved entrances shall be brought into conformance with County standards. One entrance per parcel is allowed. An additional access may be allowed with justification and permit.

Road agreement for conditions applicable to Final Plat cases. County Standard Specifications, Section 1.

**IOWA DEPARTMENT OF TRANSPORTATION**

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

**LINN COUNTY PUBLIC HEALTH DEPARTMENT**

1. No conditions to be met.

**NATURAL RESOURCES CONSERVATION SERVICE**

1. Show approximate location of natural drainage ways and a note restricting building within the natural drainage way should be shown on the final plat. Contact the NRCS office for widths and building restriction requirements.
2. Shared tile systems for Lot 1 and adjoining parcels may require a subsurface drainage agreement to be developed and filed with Linn County Soil Water Conservation District and Linn County Planning & Development if applicable.

**LINN COUNTY CONSERVATION DEPARTMENT**

1. No conditions to be met.

**LINN COUNTY EMERGENCY MANAGEMENT**

1. No conditions to be met.

**LINN COUNTY PLANNING AND DEVELOPMENT - ZONING DIVISION**

1. Various revisions to the site plan and final plat.
2. Prior to approval of the final plat, the owner must sign an "Acceptance of Conditions" form. The "Acceptance of Conditions" form states that the owner understands and agrees to comply with the agreed upon conditions as stated in the staff report.
3. This plat lies within the 2-mile jurisdiction of the City of Center Point. As per Chapter 354 of the Code of Iowa, a certified resolution by any municipality that has authority to review the plat to either approve the plat or waive its right to review must be provided.

**Linn County Board of Supervisors**

**Resolution #** \_\_\_\_\_

PFP23-0003

August 23, 2023

Page 2 of 4

Approval of utility and drainage easements by the appropriate companies with all easements marked on the final plat bound copies.

4. The proposed subdivision name and proposed names of all roads, streets and lanes shall be submitted for review and approval by the Linn County Auditor's office prior to approval of the final plat.
5. One original and one complete copy of the final plat bound documents that must include the following:
  - i. Owner's certificate and dedication certificate executed in the form provided by the laws of Iowa, dedicating to Linn County title to all property intended for public use, including public roads
  - i. Title opinion and a consent to plat signed by the mortgage holder if there is a mortgage or encumbrance on the property as well as a release of all streets, easements, or other areas to be conveyed or dedicated to local government units within which the land is located
  - ii. Surveyor's certificate
  - iii. Auditor's certificate
  - iv. Resolution of the Planning and Zoning Commission
  - v. Resolution of the Board of Supervisors
  - vi. Resolution of approval or waiver of review by applicable municipalities
  - vii. Treasurer's certificate
  - viii. Agricultural Land Use Notification. The landowner shall ensure that such notification shall be attached to the deed and shall become a separate entry on the abstract of title for all the property that is subject of the permit or development as per Article V, Section 107-91, § (h) of the UDC.
  - ix. Restrictive covenants or deed restrictions, as separate instruments, not combined with any other instrument
  - x. Ten original signed plat drawings
  - xi. A covenant for a secondary road assessment
6. The final plat bound documents must be approved by the Linn County Board of Supervisors on or before **JUNE 20, 2024** as per Article IV, Section 107-72, § (1)(g), and shall be recorded within 1 year of that approval, as per Article IV, Section 107-72, § (2)(f) of the UDC.

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

**NOW, THEREFORE BE IT FURTHER RESOLVED**, by the Board of Supervisors, of Linn County, Iowa, that said plat and plat proceedings shall not be changed or altered in any way, without the approval of the Linn County Board of Supervisors. Said plat and plat proceedings shall be recorded by **August 23, 2024** to be valid.

**Linn County Board of Supervisors**  
**Resolution #** \_\_\_\_\_  
PFP23-0003  
August 23, 2023  
Page 3 of 4

**Passed and approved this 23rd day of August, 2023.**

Linn County Board of Supervisors

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Vice Chair

\_\_\_\_\_  
Supervisor

Aye:

Nay:

Abstain:

Absent:

Attest:

\_\_\_\_\_  
Joel Miller, Linn County Auditor

Linn County Engineer

\_\_\_\_\_  
Brad Ketels, Engineer

**Linn County Board of Supervisors**

**Resolution #** \_\_\_\_\_

PFP23-0003

August 23, 2023

Page 4 of 4

State of Iowa     )  
                              ) SS  
County of Linn    )

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

\_\_\_ Aye \_\_\_ Nay \_\_\_ Abstain \_\_\_ Absent

\_\_\_\_\_  
Joel Miller

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

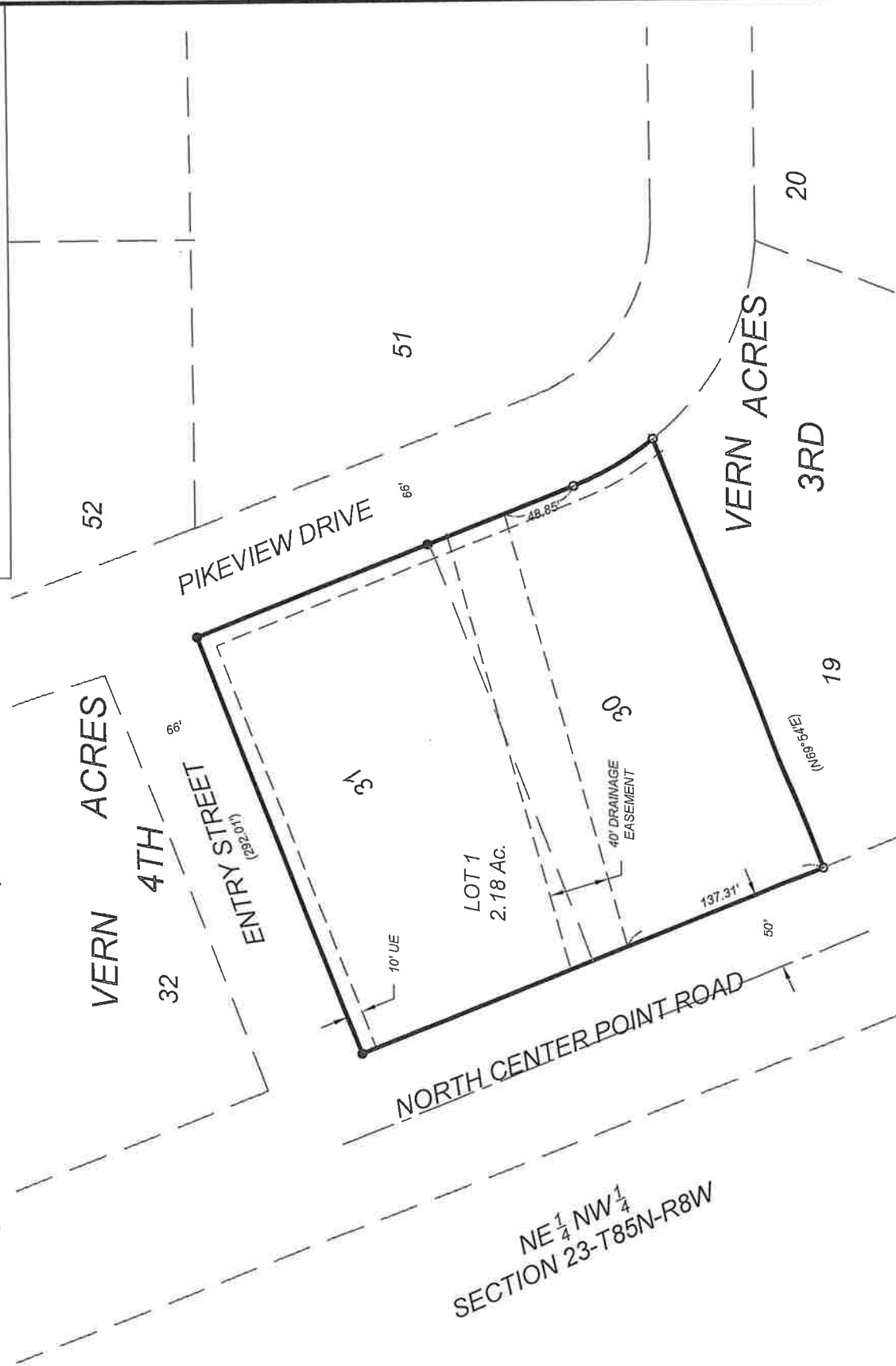
on this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Notary Public State of Iowa

FINAL PLAT  
ROCK FIRST ADDITION  
TO LINN COUNTY, IOWA

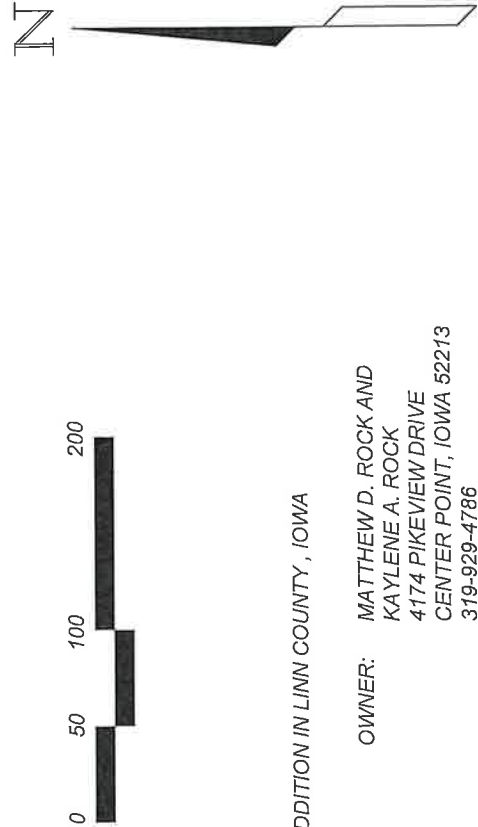
Index Legend  
Location Description Lots 30 & 31, Vern Acres Fourth Addition in Linn County, Iowa  
Requestor: Matthew D. Rock and Kaylene A. Rock  
Proprietor: Matthew D. Rock and Kaylene A. Rock  
Surveyor: Kevin F. Bradshaw, L.S.  
Surveyor Company: Brain Engineering, Inc.  
Return to: SM Brain, 1540 Midland Ct NE Cedar Rapids, IA  
52402 or mikeb@brain-eng.com (319) 294-9424

AUG 14 2023  
RECEIVED



| Curve Table |        |        |       |                        |
|-------------|--------|--------|-------|------------------------|
| Curve #     | Length | Radius | Delta | Chord Length           |
| C1          | 60.63  | 186.00 | 18.68 | S30° 12' 23"E<br>60.36 |

- ▲ FOUND SECTION CORNER
- FOUND 5/8" PIPE OR AS LABELED
- △ SET SECTION CORNER
- SET 1/2" REBAR W/ YPC #17543
- POB POINT OF BEGINNING
- RECORDED AS
- SCM 4"x 4" CONCRETE POST w/DISK
- UE UTILITY EASEMENT
- YPC YELLOW PLASTIC CAP
- OPC ORANGE PLASTIC CAP
- BORDER
- CENTERLINE
- PROPERTY LINE
- SECTION LINE
- ADJACENT PROPERTY/ROW



LEGAL DESCRIPTION:  
LOTS 30 AND 31, VERN ACRES FOURTH ADDITION IN LINN COUNTY, IOWA

PROPERTY 4174 PIKEVIEW DRIVE  
LOCATION: CENTER POINT, IOWA 52213

OWNER:  
MATTHEW D. ROCK AND  
KAYLENE A. ROCK  
4174 PIKEVIEW DRIVE  
CENTER POINT, IOWA 52213  
319-929-4786  
MATTHROCK15@GMAIL.COM



I hereby certify that this land surveying document and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.  
Signed *K. Bradshaw* Date **8-11-23**  
Kevin F. Bradshaw, L.S.  
My License Renewal Date Is December 31, 2024  
License Number 17543  
Pages or sheets covered by this set: THIS PAGE

LOCATION MAP (NO SCALE)



NOTES: ALL MEASUREMENTS IN FEET AND DECIMALS THEREOF.

DATE OF SURVEY: 5/10/23

Title:

Project No:  
601023-10

FINAL PLAT

ROCK FIRST ADDITION

Drawn: DJB

Book:

5/11/23



Scale:

1"=100'

## **AGREEMENT TO PROVIDE JUVENILE DETENTION SERVICES**

Agreement made and entered into this \_\_\_\_ day of \_\_\_\_\_, 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 July 23<sup>rd</sup>, 2023 to January 23<sup>rd</sup>, 2024 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 July 23<sup>rd</sup>, 2024 unless either party gives written notice at least 30 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 \$292.94 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 discounted 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 utilization report at the request of Clinton County.
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.

12. This Agreement shall only be terminated by cause. Cause shall be defined as:

- a. Failure by either party to substantially perform its duties under this Agreement.
- b. A determination by either party that funds are unavailable for continued performance of this Agreement.

13. All notices or other communications between the parties, regarding Section #12 (a) and/or (b) above shall be in writing and shall be either personally delivered or emailed to the Chairperson of the respective Board of Supervisors and the Linn County Juvenile Detention Director.

LINN COUNTY, IOWA

BY: \_\_\_\_\_  
Chairperson, Linn County  
Board of Supervisors

CLINTON COUNTY, IOWA

BY: J. J. J.  
Chairperson, Clinton County  
Board of Supervisors

CLINTON COUNTY, IOWA  
CLINTON COUNTY, IOWA  
CLINTON COUNTY, IOWA

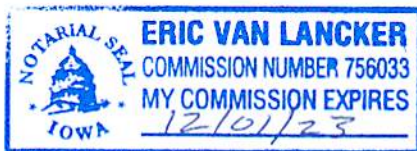
STATE OF IOWA           )  
                                  )  
COUNTY OF LINN       )   ss:

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                     )  
                                          CLINTON                     )     ss:  
COUNTY OF ~~LINN~~                     )

On this 14<sup>th</sup> day of AUGUST, 2023 before me, the undersigned, a Notary of Public in and for said County and State, personally appeared JIM IRWIN to me personally known, who being by me duly sworn, did say that HE is the Chairperson of ~~Linn~~ CLINTON 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 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 voluntarily executed.



[Signature]  
NOTARY PUBLIC, STATE OF IOWA



**AMERICAN RESCUE PLAN ACT SUBAWARD AGREEMENT**

**Federal Awarding Agency:** U.S. Department of the Treasury

**Federal Award Number:** SLFRP0336

**Assistance Listing (CFDA):** 21.027 Coronavirus State and Local Fiscal Recovery Fund

**Federal Award Date:** May 19, 2021

**Subaward Number:** WATER2022-201

|                                                                                                                       |                            |
|-----------------------------------------------------------------------------------------------------------------------|----------------------------|
| <b>Pass-Through Entity (PTE):</b>                                                                                     | <b>Subrecipient:</b>       |
| Linn County, Iowa                                                                                                     | Ely City Hall              |
| 935 2 <sup>nd</sup> Street SW                                                                                         | 1570 Rowley St             |
| Cedar Rapids, IA                                                                                                      | Ely, IA 52227              |
|                                                                                                                       | <b>UEI #: K4HJWWTBL4G5</b> |
| <b>Subaward Budget Period</b> Start date: 1/1/2023 End date: 12/31/2024                                               |                            |
| <b>Period of Performance</b> Start date: 1/1/2023 End date: 12/31/2024                                                |                            |
| <b>Amount of federal funds obligated by this action:</b> \$1,000,000.00                                               |                            |
| <b>Total amount of the federal funds obligated to the Subrecipient:</b> \$1,000,000.00                                |                            |
| <b>Total amount of the federal funds committed to the Subrecipient:</b> \$1,000,000.00                                |                            |
| <b>Project Title:</b> Ely Drinking Water Treatment Facility                                                           |                            |
| <b>Is Project for Research &amp; Development?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No |                            |

**1. Purpose.**

The purpose of this Agreement is to set forth the terms and conditions under which Linn County ("County") will provide American Rescue Plan Act ("ARPA") grant funding ("Subaward") to Ely City Hall ("Subrecipient") for the Ely Drinking Water Treatment Facility

This Agreement shall be construed and enforced in accordance with the laws of the State of Iowa and federal regulations.

Subrecipient's performance under this Agreement is subject to the applicable requirements published in the *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards*, Title 2 of the United States Code of Federal Regulations (C.F.R.) part 200 hereinafter referred to as the "Uniform Guidance."

## **2. Term of Agreement.**

This Agreement shall be effective upon full execution by the Parties (the "Effective Date") and shall terminate upon 1) Completion of the project or 2) Exhaustion of subaward funds or 3) termination or 4) December 31, 2024.

## **3. Grant Funding.**

The Subrecipient shall use the Subaward solely for the Ely Drinking Water Treatment Facility.

The County agrees to provide up to \$1,000,000.00 to the Subrecipient from the County's share of its ARPA allotment, to be used for the Ely Drinking Water Treatment Facility.

The County shall pay the Grant Funds to the Subrecipient per a reimbursement of expenses method.

## **4. Reporting and Invoicing.**

The Subrecipient may submit invoices for expenditure of funds to the County on a monthly basis, but no less than quarterly.

The Subrecipient shall submit quarterly reports to account for performance and expenditure of funds to the County. Requests for the required information for these reports will be emailed to the Subrecipient and will be required to be completed on a quarterly basis thereafter. Due dates for the quarterly reports are available on EXHIBIT A.

Invoices and reports shall be submitted to:

Linn County Finance & Budget  
Attn: Sonia Evans, Senior Accountant  
935 2<sup>nd</sup> Street SW  
Cedar Rapids, IA 52404  
[Sonia.evans@linncountyiowa.gov](mailto:Sonia.evans@linncountyiowa.gov)

Consistent with Uniform Guidance (2 C.F.R. §200.328), the Subrecipient shall provide the County with quarterly reports and a close-out report. These reports shall include the current status and progress by the Subrecipient and all subcontractors in completing the work described in EXHIBIT A & A1 and the expenditure of funds under this Agreement, in addition to any other information requested by the County.

The County may request additional information from the Subrecipient, as needed, to meet any additional guidelines regarding the use of ARPA funds that may be established by the U.S. Treasury during the scope of this Agreement.

As required by Uniform Guidance (2 C.F.R. §200.415(a)), any request for payment under this Agreement must include a certification, signed by an official who is authorized to legally bind the Subrecipient, which reads as follows:

*"By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."*

## **5. Monitoring.**

Subrecipient shall permit the County to monitor the Subrecipient, including:

- a. Reviewing financial and performance reports required by the County.
- b. Following-up and ensuring that the Subrecipient takes timely and appropriate action on all deficiencies pertaining to the Subaward provided to the Subrecipient from County detected through audits, on-site reviews, and other means.
- c. Issuing a management decision for audit findings pertaining to the Subaward provided to the Subrecipient from the County as required by 2 C.F.R. §200.521 Management decision.

Subrecipient shall monitor its performance under this Agreement, as well as that of its lower-level subrecipients, contractors, consultants, etc. who are paid from funds provided under this Agreement, to ensure that time schedules are being met, the scope of work is being accomplished within the specified time periods, and other performance goals are being achieved.

## **6. Maintenance of Records.**

The Subrecipient shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These records shall be subject to inspection, review, and audit by the County or its designees, the State, and the US Treasury for five (5) years following termination of this Agreement. If it is determined during the course of the audit that the Subrecipient was reimbursed for unallowable costs under this Agreement or any, the Subrecipient agrees to promptly reimburse the County for such payments upon request.

## **7. Closeout.**

The close-out report is due ninety (90) days after termination of this Agreement or ninety (90) days after completion of the activities contained in this Agreement, whichever first occurs.

Each party's obligation to the other shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making

final payments, disposing of program assets, (including the return of unused materials and equipment as required herein, unspent cash advances, program income balances, and accounts receivable to the County), and determining the custodianship of records. The terms of this Agreement shall remain in effect during any period that the Subrecipient has control over ARPA funds. The County will close-out the award when it determines that all applicable administrative actions and all required work of the Agreement have been completed.

#### **8. Events of Default.**

The occurrence of any one or more of the following events shall constitute cause for either party to declare the other in default of its obligations under this Agreement:

- a. A breach of any term of this Agreement;
- b. A material failure of the Subrecipient to make substantial and timely progress toward performance of the Agreement
- c. Failure to comply with applicable federal, state and local laws, rules, ordinances, regulations, guidance, and orders when performing with the scope of this Agreement.
- d. Any report required by this Agreement have not been submitted to the County or have been submitted with incorrect, incomplete, or insufficient information
- e. Engaging in conduct that has or may expose the other Party to liability

#### **9. Notice of Default.**

The County shall issue a written notice of default providing therein a thirty (30) day period in which the Subrecipient shall have an opportunity to cure, provided that cure is possible and feasible. If, after opportunity to cure, the default remains, the County may exercise any one or more of the following remedies outline in paragraph 9, either concurrently or consecutively.

#### **10. Remedies.**

If an Event of Default occurs, the County may:

- a. Exercise any corrective or remedial actions, to include but not be limited to:
  - i. Request additional information from Subrecipient to determine the reasons for the extent of non-compliance or lack of performance;
  - ii. Issue a written warning to advise that more serious measures may be taken if the situation is not corrected; or
  - iii. Advise the Subrecipient to suspend, discontinue or refrain from incurring cost for any activity in question

- b. Temporarily withhold cash payment pending correction of the deficiencies
- c. Disallow all or part of the cost of the activity or action not in compliance
- d. Require that the Subrecipient refund to the County any monies used for ineligible purposes under the laws, rules and regulations governing the use of these funds
- e. Recommend suspension or debarment proceedings by U.S. Treasury
- f. Terminate this agreement, provided that the Subrecipient is given at least thirty (30) days prior written notice of the termination.

#### **11. Termination.**

The County may terminate this Agreement for cause after thirty (30) days written notice. Cause can include misuse of funds, fraud, lack of compliance with applicable rules, laws and regulations, failure to perform on time, and refusal by the Subrecipient to permit public access to any document, paper, letter, or other material.

The County may terminate this Agreement for convenience or when it determines, in its sole discretion that continuing the Agreement would not produce beneficial results in line with the further expenditure of funds, by providing the Subrecipient with thirty (30) calendar day prior written notice.

The parties may agree to terminate this Agreement for their mutual convenience through a written amendment of this Agreement. The amendment will state the effective date of the termination and the procedures for proper closeout of the Agreement.

#### **12. Procurement.**

The Subrecipient shall ensure that any procurement involving funds authorized by the Agreement complies with all applicable federal and state laws and regulations, to include 2 C.F.R. §§200.318 through 200.327 as well as Appendix II to 2 C.F.R. Part 200 (entitled "Contract Provisions for Non-Federal Entity Contracts Under Federal Awards") of the Uniform Guidance.

The Subrecipient agrees to incorporate provisions of this Agreement into subsequent contracts and agreements to as outlined in EXHIBIT B.

#### **13. Conflicts of Interest.**

Subrecipient understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. §200.318 (c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient must disclose in writing to the U.S. Treasury or through the County as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. §200.12.

Subrecipient agrees that it has no interest and shall not acquire any interest direct or indirect which would conflict in any manner or degree with the performance of the work and services under this Agreement

**14. Modification.**

Neither this Agreement nor any documents incorporated by reference in connection with this Agreement may be changed, waived, discharged or terminated, except in writing with the consent of both parties.

**15. Counterparts.**

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all of which together shall constitute but one and the same instrument.

**16. Notices**

Whenever this Agreement requires or permits any notice or written request by on part to another, it shall be in writing, enclosed in an envelope, addressed to the party to be notified at the address heretofore stated (or at such other address as may have been designated by written notice), properly stamped, sealed and deposited in the United States Mail, as Certified Mail, Return Receipt Requested. Any such notice given hereunder shall be deemed delivered upon the earlier of actual receipt or two (2) business days after posting. The County will rely the mailing and email addresses of the Subrecipient as set forth heretofore, as modified from time to time.

**17. Defense and Indemnification.**

Subrecipient agrees to defend, indemnify, and hold the County, its officers, officials, employees, agents, and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage to or destruction of property, which are alleged or proven to be caused in whole or in part by an act or omission of the Subrecipient, its officers, directors, employees, and/or agents relating to the Subrecipient's performance or failure to perform under this Agreement. This section shall survive the expiration or termination of this Agreement.

**18. Severability.**

The parties acknowledge and agree that if any paragraph, provision, or term of this agreement is deemed illegal or void by any court or any other appropriate authority, the remaining provisions of this agreement shall remain in full force and effect.

**19. Status of Subrecipient.**

Nothing in this contract constitutes an employment relationship between the Subrecipient staff and the County. Subrecipient staff are not eligible to participate in any employee pension, health, vacation pay, sick pay, or other fringe benefit plan offered to employees of the County. Nothing in this contract prevents Subrecipient staff from working with others during the length of this Agreement.

Subrecipient shall determine the method, details, and means of performing the work and services to be provided by Subrecipient under this Agreement. Subrecipient shall be responsible to County only for the requirements and results specified in this Agreement and, except as expressly provided in this Agreement, shall not be subjected to County's control with respect to the physical action or activities of Subrecipient in fulfillment of this Agreement. Subrecipient has control over the manner and means of performing the services under this Agreement. Subrecipient is permitted to provide services to others during the same period service is provided to County under this Agreement.

**20. Assignment.**

Subrecipient agrees that this Agreement nor any of the rights, interest, or obligations in it shall be assigned by Subrecipient either whole or in part without the prior written consent of the County.

**21. Entire Agreement.**

This agreement constitutes the entire agreement between the parties for the Ely Drinking Water Treatment Facility and shall be binding upon true successors and assignees of the parties to this agreement.

**22. Compliance with Applicable Laws and Regulations.**

The Subrecipient declares that to its best knowledge, it has complied with all federal, state and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.

The Subrecipient and its employees shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Agreement, including but not limited to all of the following:

- a. Section 501;
- b. Treasury guidance, including but not limited to, U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions ("Treasury Guidance"), the most recent revision of which is dated November 15, 2021;

- c. Provisions outlined in 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award;
- d. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;
- e. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;
- f. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non procurement), 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- g. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference;
- h. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;
- i. New Restrictions on Lobbying, 31 C.F.R. Part 21;
- j. Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;
- k. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
  - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;

- iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
- v. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

### **23. Publications.**

Subrecipient agrees that any publications produced with funds from this award must display the following language:

*"This project is being supported, in whole or in part, by federal award number SLFRP0336 awarded to Linn County by the U.S. Department of the Treasury."*

### **24. Protections for Whistleblowers.**

In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes:

- a. A member of Congress or a representative of a committee of Congress;
- b. An Inspector General;
- c. The Government Accountability Office;
- d. A Treasury employee responsible for contract or grant oversight or management;
- e. An authorized official of the Department of Justice or other law enforcement agency;
- f. A court of grand jury; and/or
- g. A management official or other employee of Linn County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

**25. Seat Belt Use.**

Linn County encourages the Subrecipient to adopt and enforce on-the-job seat belt policies and programs for its employees when operating company owned, rented, or personally owned vehicles.

**26. Reducing Text Messaging While Driving.**

Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 1, 2009), Linn County encourages the Subrecipient to adopt and enforce policies that ban text messaging while driving and to establish workplace safety policies to decrease accidents caused by distracted drivers.

**27. Certification Regarding Government-Wide Restrictions on Lobbying.**

The Subrecipient certifies, to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any Contractor, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Sub-Grant Agreement, and the extension, continuation, renewal, amendment, or
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Subrecipient, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Agreement, the Subrecipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.

**28. Eligibility.**

Subrecipient certifies that neither it nor its principals is/are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Agreement by any Federal department or Contractor. The Excluded Parties List System can be found at <https://www.sam.gov/>.

**29. Acknowledgements.**

The parties acknowledge and agree that they have carefully read and have had an opportunity to review with legal counsel all the provision of this Agreement, that they completely understand the terms and conditions as set forth in the Agreement, and that they have voluntarily executed this Agreement of their own free will, act, and deed.

Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below:

Dated this \_\_\_\_\_ day of \_\_\_\_\_, 2023.

BOARD OF SUPERVISORS  
LINN COUNTY, IOWA

SUBRECIPIENT:  
ELY CITY HALL

\_\_\_\_\_  
Board Chair

Tara Miller  
Authorized Representative

\_\_\_\_\_  
Date

8-21-23  
Date

## EXHIBIT A

### Statement of Work

Statement of work to include the construction of a centralized treatment plant. The project will include the design and construction of the treatment facility, all treatment equipment necessary, and water main connections from the existing well to the treatment facility. The program will operate and follow the attached budget (EXHIBIT A1) as approved and will report to Linn County on a quarterly basis.

### Quarterly Reporting Timelines for Project and Expenditures Reports

| Year | Quarter | Period Covered          | Due Date         |
|------|---------|-------------------------|------------------|
| 2021 | 4       | October 1 - December 31 | January 15, 2022 |
| 2022 | 1       | January 1 - March 31    | April 15, 2022   |
| 2022 | 2       | April 1 - June 30       | July 15, 2022    |
| 2022 | 3       | July 1 - September 30   | October 15, 2022 |
| 2022 | 4       | October 1 - December 31 | January 15, 2023 |
| 2023 | 1       | January 1 - March 31    | April 15, 2023   |
| 2023 | 2       | April 1 - June 30       | July 15, 2023    |
| 2023 | 3       | July 1 - September 30   | October 15, 2023 |
| 2023 | 4       | October 1 - December 31 | January 15, 2024 |
| 2024 | 1       | January 1 - March 31    | April 15, 2024   |
| 2024 | 2       | April 1 - June 30       | July 15, 2024    |
| 2024 | 3       | July 1 - September 30   | October 15, 2024 |
| 2024 | 4       | October 1 - December 31 | January 15, 2025 |
| 2025 | 1       | January 1 - March 31    | April 15, 2025   |
| 2025 | 2       | April 1 - June 30       | July 15, 2025    |
| 2025 | 3       | July 1 - September 30   | October 15, 2025 |
| 2025 | 4       | October 1 - December 31 | January 15, 2026 |
| 2026 | 1       | January 1 - March 31    | April 15, 2026   |
| 2026 | 2       | April 1 - June 30       | July 15, 2026    |
| 2026 | 3       | July 1 - September 30   | October 15, 2026 |
| 2026 | 4       | October 1 - December 31 | January 15, 2027 |

# EXHIBIT A1



Real People. Real Solutions.

401 1st St SE  
Suite 201  
Cedar Rapids, IA 52401

Ph: (319) 362-3219  
Bolton-Menk.com

## ENGINEER'S ESTIMATE

Drinking Water Treatment Facility  
Ely, Iowa

January 6, 2022

| Item No.                            | Item                           | Unit | Estimated Quantity | Unit Price     | Total Amount          |
|-------------------------------------|--------------------------------|------|--------------------|----------------|-----------------------|
| 1                                   | Water Treatment Plant          | LS   | 1                  | \$3,500,000.00 | \$3,500,000.00        |
| 2                                   | Well Water Piping to New Plant | LS   | 1                  | \$200,000.00   | \$200,000.00          |
| <b>TOTAL CONSTRUCTION COST:</b>     |                                |      |                    |                | <b>\$3,700,000.00</b> |
| Engineering Fees                    |                                |      |                    |                | \$550,000.00          |
| Legal and Grant/Loan Administration |                                |      |                    |                | \$50,000.00           |
| Contingency                         |                                |      |                    |                | \$300,000.00          |
| <b>OPINION OF PROBABLE COST:</b>    |                                |      |                    |                | <b>\$4,600,000.00</b> |



Attach a detailed list of revenue sources for the proposed project, indicating what has been secured to date and noting any match requirements.

- City of Ely Funds - \$250,000 – Secured
- SRF Loan Financing - \$2,350,000 – Anticipated to be secured September 2022 when on the IUP

## EXHIBIT B

### Mandatory Contract Provisions

The following terms and conditions apply to any sub-grantees, contractors, subcontractors, successors, transferees, and assignees ("Recipient") of federal assistance provided to Linn County by the U.S. Department of Treasury under the American Rescue Plan Act ("ARPA"), Sections 602(b) and 603(b) of the Social Security Act, Pub. L. No. 117-2 (March 11, 2011).

#### **1. Compliance with Applicable Laws and Regulations.**

The Recipient and its employees shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations and orders when performing the services under this Agreement, including but not limited to all of the following:

- a. *Treasury guidance, including but not limited to, U.S. Department of the Treasury Coronavirus State and Local Fiscal Recovery Funds Frequently Asked Questions ("Treasury Guidance"), the most recent revision of which is dated November 15, 2021;*
- b. Provisions outlined in 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award;
- c. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25 and pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference;
- d. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference;
- e. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Non procurement), 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- f. Recipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference;
- g. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20;
- h. New Restrictions on Lobbying, 31 C.F.R. Part 21;
- i. Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act;

- j. Statutes and regulations prohibiting discrimination applicable to this award, include, without limitation, the following:
  - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the grounds of race, color, or national origin under programs or activities receiving federal financial assistance;
  - ii. The Fair Housing Act, Title VIII-IX of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, national origin, sex, familial status, or disability;
  - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicap under any program or activity receiving or benefitting from federal assistance;
  - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
  - v. The Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.

## **2. Publications.**

Recipient agrees that any publications produced with funds from this award must display the following language:

*"This project is being supported, in whole or in part, by federal award number SLFRP0336 awarded to Linn County by the U.S. Department of the Treasury."*

## **3. Protections for Whistleblowers.**

In accordance with 41 U.S.C. § 4712, Recipient may not discharge, demote, or otherwise discriminate against an employee as a reprisal for disclosing information to any of the list of persons or entities provided below that the employee reasonably believes is evidence of gross mismanagement of a federal contract or grant, a gross waste of federal funds, an abuse of authority relating to a federal contract or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal contract (including the competition for or negotiation of a contract) or grant.

The list of persons and entities referenced in the paragraph above includes:

- a. A member of Congress or a representative of a committee of Congress;
- b. An Inspector General;

- c. The Government Accountability Office;
- d. A Treasury employee responsible for contract or grant oversight or management;
- e. An authorized official of the Department of Justice or other law enforcement agency;
- f. A court of grand jury; and/or
- g. A management official or other employee of Linn County, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct.

Recipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.

**4. Certification Regarding Government-Wide Restrictions on Lobbying.**

The Recipient certifies, to the best of his or her knowledge and belief, that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any Contractor, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal grant, agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Sub-Grant Agreement, and the extension, continuation, renewal, amendment, or
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any Recipient, a Member of Congress, an officer or employee, or an employee of a Member of Congress in connection with this Agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Federal Lobbying" in accordance with its instruction.



**AIA<sup>®</sup>**

# Document B101<sup>®</sup> – 2017

## ***Standard Form of Agreement Between Owner and Architect***

**AGREEMENT** made as of the 9 day of August in the year 2023  
(In words, indicate day, month and year.)

**BETWEEN** the Architect's client identified as the Owner:  
(Name, legal status, address and other information)

Linn County, Iowa  
Board of Supervisors  
935 2<sup>nd</sup> Street SW  
Cedar Rapids, IA 52404

and the Architect:  
(Name, legal status, address and other information)

Aspect Inc  
221 2<sup>nd</sup> Street SE, Suite 400  
Cedar Rapids, IA 52401

for the following Project:  
(Name, location and detailed description)

Linn County Correctional Center  
53 3<sup>rd</sup> Avenue Bridge  
Cedar Rapids, IA 52401

The Owner and Architect agree as follows.

This document has important  
legal consequences. Consultation  
with an attorney  
is encouraged with respect to  
its completion or modification.

Init.

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User Notes:

(1664577076)

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### ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.

*(For each item in this section, insert the information or a statement such as "not applicable" or "unknown at time of execution.")*

§ 1.1.1 The Owner's program for the Project:

*(Insert the Owner's program, identify documentation that establishes the Owner's program, or state the manner in which the program will be developed.)*

§ 1.1.2 The Project's physical characteristics:

*(Identify or describe pertinent information about the Project's physical characteristics, such as size; location; dimensions; geotechnical reports; site boundaries; topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site, etc.)*

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:

*(Provide total and, if known, a line item breakdown.)*

§ 1.1.4 The Owner's anticipated design and construction milestone dates:

.1 Design phase milestone dates, if any:

January 8, 2024 construction documents out for bidding

Init.

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User Notes:

(1664577076)

.2 Construction commencement date:

March 1, 2024

.3 Substantial Completion date or dates:

October 1, 2024

.4 Other milestone dates:

§ 1.1.5 The Owner intends the following procurement and delivery method for the Project:  
*(Identify method such as competitive bid or negotiated contract, as well as any requirements for accelerated or fast-track design and construction, multiple bid packages, or phased construction.)*

The Owner may choose to include alternates in the competitive bidding document or to construct the project in phases

§ 1.1.6 The Owner's anticipated Sustainable Objective for the Project:  
*(Identify and describe the Owner's Sustainable Objective for the Project, if any.)*

§ 1.1.6.1 If the Owner identifies a Sustainable Objective, the Owner and Architect shall complete and incorporate AIA Document E204™–2017, Sustainable Projects Exhibit, into this Agreement to define the terms, conditions and services related to the Owner's Sustainable Objective. If E204–2017 is incorporated into this agreement, the Owner and Architect shall incorporate the completed E204–2017 into the agreements with the consultants and contractors performing services or Work in any way associated with the Sustainable Objective.

§ 1.1.7 The Owner identifies the following representative in accordance with Section 5.3:  
*(List name, address, and other contact information.)*

§ 1.1.8 The persons or entities, in addition to the Owner's representative, who are required to review the Architect's submittals to the Owner are as follows:  
*(List name, address, and other contact information.)*

§ 1.1.9 The Owner shall retain the following consultants and contractors:  
*(List name, legal status, address, and other contact information.)*

.1 Geotechnical Engineer:

.2 Civil Engineer:

.3 Other, if any:  
(List any other consultants and contractors retained by the Owner.)

§ 1.1.10 The Architect identifies the following representative in accordance with Section 2.3:  
(List name, address, and other contact information.)

§ 1.1.11 The Architect shall retain the consultants identified in Sections 1.1.11.1 and 1.1.11.2:  
(List name, legal status, address, and other contact information.)

§ 1.1.11.1 Consultants retained under Basic Services:

.1 Structural Engineer:

M2b Structural Engineers  
422 2<sup>nd</sup> Avenue SE, Suite B  
Cedar Rapids, IA 52401

.2 Mechanical Engineer:

West Plains Engineering  
215 2<sup>nd</sup> Avenue SE, Suite 200  
Cedar Rapids, IA 52401

.3 Electrical Engineer:

West Plains Engineering  
215 2<sup>nd</sup> Avenue SE, Suite 200  
Cedar Rapids, IA 52401

§ 1.1.11.2 Consultants retained under Supplemental Services:

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§ 1.1.12 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that the Initial Information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the Architect's services, schedule for the Architect's services, and the Architect's compensation. The Owner shall adjust the Owner's budget for the Cost of the Work and the Owner's anticipated design and construction milestones, as necessary, to accommodate material changes in the Initial Information.

§ 1.3 The parties shall agree upon protocols governing the transmission and use of Instruments of Service or any other information or documentation in digital form. The parties will use AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, to establish the protocols for the development, use, transmission, and exchange of digital data.

§ 1.3.1 Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

## ARTICLE 2 ARCHITECT'S RESPONSIBILITIES

§ 2.1 The Architect shall provide professional services as set forth in this Agreement. The Architect represents that it is properly licensed in the jurisdiction where the Project is located to provide the services required by this Agreement, or shall cause such services to be performed by appropriately licensed design professionals.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.

§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance until termination of this Agreement. If any of the requirements set forth below are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect as set forth in Section 11.9.

§ 2.5.1 Commercial General Liability with policy limits of not less than one million (\$ 1,000,000 ) for each occurrence and two million (\$ 2,000,000 ) in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Architect with policy limits of not less than one million (\$ 1,000,000 ) per accident for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles, along with any other statutorily required automobile coverage.

§ 2.5.3 The Architect may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella liability insurance policies result in the same or greater coverage as the coverages required under Sections 2.5.1 and 2.5.2, and in no event shall any excess or umbrella liability insurance provide narrower coverage

than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

**§ 2.5.4 Workers' Compensation at statutory limits.**

**§ 2.5.5 Employers' Liability** with policy limits not less than five hundred thousand (\$ 500,000 ) each accident, five hundred thousand (\$ 500,000 ) each employee, and five hundred thousand (\$ 500,000 ) policy limit.

**§ 2.5.6 Professional Liability** covering negligent acts, errors and omissions in the performance of professional services with policy limits of not less than two million (\$ 2,000,000 ) per claim and two million (\$ 2,000,000 ) in the aggregate.

**§ 2.5.7 Additional Insured Obligations.** To the fullest extent permitted by law, the Architect shall cause the primary and excess or umbrella policies for Commercial General Liability and Automobile Liability to include the Owner as an additional insured for claims caused in whole or in part by the Architect's negligent acts or omissions. The additional insured coverage shall be primary and non-contributory to any of the Owner's insurance policies and shall apply to both ongoing and completed operations.

**§ 2.5.8** The Architect shall provide certificates of insurance to the Owner that evidence compliance with the requirements in this Section 2.5.

**ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES**

**§ 3.1** The Architect's Basic Services consist of those described in this Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Supplemental or Additional Services.

**§ 3.1.1** The Architect shall manage the Architect's services, research applicable design criteria, attend Project meetings, communicate with members of the Project team, and report progress to the Owner.

**§ 3.1.2** The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on, and shall not be responsible for, the accuracy, completeness, and timeliness of, services and information furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission, or inconsistency in such services or information.

**§ 3.1.3** As soon as practicable after the date of this Agreement, the Architect shall submit for the Owner's approval a schedule for the performance of the Architect's services. The schedule initially shall include anticipated dates for the commencement of construction and for Substantial Completion of the Work as set forth in the Initial Information. The schedule shall include allowances for periods of time required for the Owner's review, for the performance of the Owner's consultants, and for approval of submissions by authorities having jurisdiction over the Project. Once approved by the Owner, time limits established by the schedule shall not, except for reasonable cause, be exceeded by the Architect or Owner. With the Owner's approval, the Architect shall adjust the schedule, if necessary, as the Project proceeds until the commencement of construction.

**§ 3.1.4** The Architect shall not be responsible for an Owner's directive or substitution, or for the Owner's acceptance of non-conforming Work, made or given without the Architect's written approval.

**§ 3.1.5** The Architect shall contact governmental authorities required to approve the Construction Documents and entities providing utility services to the Project. The Architect shall respond to applicable design requirements imposed by those authorities and entities.

**§ 3.1.6** The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

**§ 3.2 Schematic Design Phase Services**

**§ 3.2.1** The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, the proposed procurement and delivery method, and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project. The Architect shall reach an understanding with the Owner regarding the requirements of the Project.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present, for the Owner's approval, a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations; and may include some combination of study models, perspective sketches, or digital representations. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider sustainable design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain more advanced sustainable design services as a Supplemental Service under Section 4.1.1.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics, in developing a design for the Project that is consistent with the Owner's program, schedule, and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit to the Owner an estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.2.7 The Architect shall submit the Schematic Design Documents to the Owner, and request the Owner's approval.

### § 3.3 Design Development Phase Services

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural, structural, mechanical and electrical systems, and other appropriate elements. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish, in general, their quality levels.

§ 3.3.2 The Architect shall update the estimate of the Cost of the Work prepared in accordance with Section 6.3.

§ 3.3.3 The Architect shall submit the Design Development Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, and request the Owner's approval.

### § 3.4 Construction Documents Phase Services

§ 3.4.1 Based on the Owner's approval of the Design Development Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner's approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels and performance criteria of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that, in order to perform the

Work, the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

**§ 3.4.2** The Architect shall incorporate the design requirements of governmental authorities having jurisdiction over the Project into the Construction Documents.

**§ 3.4.3** During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) procurement information that describes the time, place, and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications, and may include bidding requirements and sample forms.

**§ 3.4.4** The Architect shall update the estimate for the Cost of the Work prepared in accordance with Section 6.3.

**§ 3.4.5** The Architect shall submit the Construction Documents to the Owner, advise the Owner of any adjustments to the estimate of the Cost of the Work, take any action required under Section 6.5, and request the Owner's approval.

## **§ 3.5 Procurement Phase Services**

### **§ 3.5.1 General**

The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner's approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

### **§ 3.5.2 Competitive Bidding**

**§ 3.5.2.1** Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

**§ 3.5.2.2** The Architect shall assist the Owner in bidding the Project by:

- .1 facilitating the distribution of Bidding Documents to prospective bidders;
- .2 organizing and conducting a pre-bid conference for prospective bidders;
- .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents to the prospective bidders in the form of addenda; and,
- .4 organizing and conducting the opening of the bids, and subsequently documenting and distributing the bidding results, as directed by the Owner.

**§ 3.5.2.3** If the Bidding Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective bidders.

### **§ 3.5.3 Negotiated Proposals**

**§ 3.5.3.1** Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

**§ 3.5.3.2** The Architect shall assist the Owner in obtaining proposals by:

- .1 facilitating the distribution of Proposal Documents for distribution to prospective contractors and requesting their return upon completion of the negotiation process;
- .2 organizing and participating in selection interviews with prospective contractors;
- .3 preparing responses to questions from prospective contractors and providing clarifications and interpretations of the Proposal Documents to the prospective contractors in the form of addenda; and,
- .4 participating in negotiations with prospective contractors, and subsequently preparing a summary report of the negotiation results, as directed by the Owner.

**§ 3.5.3.3** If the Proposal Documents permit substitutions, upon the Owner's written authorization, the Architect shall, as an Additional Service, consider requests for substitutions and prepare and distribute addenda identifying approved substitutions to all prospective contractors.

## **§ 3.6 Construction Phase Services**

### **§ 3.6.1 General**

**§ 3.6.1.1** The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2017, General Conditions of the Contract for Construction. If the Owner and Contractor modify AIA Document A201–2017, those modifications shall not affect the Architect’s services under this Agreement unless the Owner and the Architect amend this Agreement.

**§ 3.6.1.2** The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor’s failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect’s negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

**§ 3.6.1.3** Subject to Section 4.2 and except as provided in Section 3.6.6.5, the Architect’s responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

### **§ 3.6.2 Evaluations of the Work**

**§ 3.6.2.1** The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.3, to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work.

**§ 3.6.2.2** The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

**§ 3.6.2.3** The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect’s response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

**§ 3.6.2.4** Interpretations and decisions of the Architect shall be consistent with the intent of, and reasonably inferable from, the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect’s decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

**§ 3.6.2.5** Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2017, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents.

### **§ 3.6.3 Certificates for Payment to Contractor**

**§ 3.6.3.1** The Architect shall review and certify the amounts due the Contractor and shall issue certificates in such amounts. The Architect’s certification for payment shall constitute a representation to the Owner, based on the Architect’s evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor’s

Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated, the quality of the Work is in accordance with the Contract Documents, and that the Contractor is entitled to payment in the amount certified. The foregoing representations are subject to (1) an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) results of subsequent tests and inspections, (3) correction of minor deviations from the Contract Documents prior to completion, and (4) specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

#### § 3.6.4 Submittals

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval of the schedule. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time, in the Architect's professional judgment, to permit adequate review.

§ 3.6.4.2 The Architect shall review and approve, or take other appropriate action upon, the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials, or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review and take appropriate action on Shop Drawings and other submittals related to the Work designed or certified by the Contractor's design professional, provided the submittals bear such professional's seal and signature when submitted to the Architect. The Architect's review shall be for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Architect shall be entitled to rely upon, and shall not be responsible for, the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to Section 4.2, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth, in the Contract Documents, the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect's response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to the requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

#### § 3.6.5 Changes in the Work

§ 3.6.5.1 The Architect may order minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to Section 4.2, the Architect shall prepare Change Orders and Construction Change Directives for the Owner's approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work.

### § 3.6.6 Project Completion

§ 3.6.6.1 The Architect shall:

- .1 conduct inspections to determine the date or dates of Substantial Completion and the date of final completion;
- .2 issue Certificates of Substantial Completion;
- .3 forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract Documents and received from the Contractor; and,
- .4 issue a final Certificate for Payment based upon a final inspection indicating that, to the best of the Architect's knowledge, information, and belief, the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect's inspections shall be conducted with the Owner to check conformance of the Work with the requirements of the Contract Documents and to verify the accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When Substantial Completion has been achieved, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens, or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

## ARTICLE 4 SUPPLEMENTAL AND ADDITIONAL SERVICES

### § 4.1 Supplemental Services

§ 4.1.1 The services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Supplemental Services only if specifically designated in the table below as the Architect's responsibility, and the Owner shall compensate the Architect as provided in Section 11.2. Unless otherwise specifically addressed in this Agreement, if neither the Owner nor the Architect is designated, the parties agree that the listed Supplemental Service is not being provided for the Project.

*(Designate the Architect's Supplemental Services and the Owner's Supplemental Services required for the Project by indicating whether the Architect or Owner shall be responsible for providing the identified Supplemental Service. Insert a description of the Supplemental Services in Section 4.1.2 below or attach the description of services as an exhibit to this Agreement.)*

| Supplemental Services                                                          | Responsibility<br><i>(Architect, Owner, or not provided)</i> |
|--------------------------------------------------------------------------------|--------------------------------------------------------------|
| § 4.1.1.1 Programming                                                          |                                                              |
| § 4.1.1.2 Multiple preliminary designs                                         |                                                              |
| § 4.1.1.3 Measured drawings                                                    |                                                              |
| § 4.1.1.4 Existing facilities surveys                                          |                                                              |
| § 4.1.1.5 Site evaluation and planning                                         |                                                              |
| § 4.1.1.6 Building Information Model management responsibilities               |                                                              |
| § 4.1.1.7 Development of Building Information Models for post construction use |                                                              |
| § 4.1.1.8 Civil engineering                                                    |                                                              |

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User Notes:

(1664577076)

| Supplemental Services                                                   | Responsibility<br>(Architect, Owner, or not provided) |
|-------------------------------------------------------------------------|-------------------------------------------------------|
| § 4.1.1.9 Landscape design                                              |                                                       |
| § 4.1.1.10 Architectural interior design                                |                                                       |
| § 4.1.1.11 Value analysis                                               |                                                       |
| § 4.1.1.12 Detailed cost estimating beyond that required in Section 6.3 |                                                       |
| § 4.1.1.13 On-site project representation                               |                                                       |
| § 4.1.1.14 Conformed documents for construction                         |                                                       |
| § 4.1.1.15 As-designed record drawings                                  |                                                       |
| § 4.1.1.16 As-constructed record drawings                               |                                                       |
| § 4.1.1.17 Post-occupancy evaluation                                    |                                                       |
| § 4.1.1.18 Facility support services                                    |                                                       |
| § 4.1.1.19 Tenant-related services                                      |                                                       |
| § 4.1.1.20 Architect's coordination of the Owner's consultants          |                                                       |
| § 4.1.1.21 Telecommunications/data design                               |                                                       |
| § 4.1.1.22 Security evaluation and planning                             |                                                       |
| § 4.1.1.23 Commissioning                                                |                                                       |
| § 4.1.1.24 Sustainable Project Services pursuant to Section 4.1.3       |                                                       |
| § 4.1.1.25 Fast-track design services                                   |                                                       |
| § 4.1.1.26 Multiple bid packages                                        |                                                       |
| § 4.1.1.27 Historic preservation                                        |                                                       |
| § 4.1.1.28 Furniture, furnishings, and equipment design                 |                                                       |
| § 4.1.1.29 Other services provided by specialty Consultants             |                                                       |
| § 4.1.1.30 Other Supplemental Services                                  |                                                       |
|                                                                         |                                                       |

#### § 4.1.2 Description of Supplemental Services

§ 4.1.2.1 A description of each Supplemental Service identified in Section 4.1.1 as the Architect's responsibility is provided below.

*(Describe in detail the Architect's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit. The AIA publishes a number of Standard Form of Architect's Services documents that can be included as an exhibit to describe the Architect's Supplemental Services.)*

§ 4.1.2.2 A description of each Supplemental Service identified in Section 4.1.1 as the Owner's responsibility is provided below.

*(Describe in detail the Owner's Supplemental Services identified in Section 4.1.1 or, if set forth in an exhibit, identify the exhibit.)*

§ 4.1.3 If the Owner identified a Sustainable Objective in Article 1, the Architect shall provide, as a Supplemental Service, the Sustainability Services required in AIA Document E204™-2017, Sustainable Projects Exhibit, attached to this Agreement. The Owner shall compensate the Architect as provided in Section 11.2.

## § 4.2 Architect's Additional Services

The Architect may provide Additional Services after execution of this Agreement without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.2 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect's schedule.

§ 4.2.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following Additional Services until the Architect receives the Owner's written authorization:

- .1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including size, quality, complexity, the Owner's schedule or budget for Cost of the Work, or procurement or delivery method;
- .2 Services necessitated by the enactment or revision of codes, laws, or regulations, including changing or editing previously prepared Instruments of Service;
- .3 Changing or editing previously prepared Instruments of Service necessitated by official interpretations of applicable codes, laws or regulations that are either (a) contrary to specific interpretations by the applicable authorities having jurisdiction made prior to the issuance of the building permit, or (b) contrary to requirements of the Instruments of Service when those Instruments of Service were prepared in accordance with the applicable standard of care;
- .4 Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner's consultants or contractors;
- .5 Preparing digital models or other design documentation for transmission to the Owner's consultants and contractors, or to other Owner-authorized recipients;
- .6 Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;
- .7 Preparation for, and attendance at, a public presentation, meeting or hearing;
- .8 Preparation for, and attendance at, a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;
- .9 Evaluation of the qualifications of entities providing bids or proposals;
- .10 Consultation concerning replacement of Work resulting from fire or other cause during construction; or,
- .11 Assistance to the Initial Decision Maker, if other than the Architect.

§ 4.2.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If, upon receipt of the Architect's notice, the Owner determines that all or parts of the services are not required, the Owner shall give prompt written notice to the Architect of the Owner's determination. The Owner shall compensate the Architect for the services provided prior to the Architect's receipt of the Owner's notice.

- .1 Reviewing a Contractor's submittal out of sequence from the submittal schedule approved by the Architect;
- .2 Responding to the Contractor's requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
- .3 Preparing Change Orders and Construction Change Directives that require evaluation of Contractor's proposals and supporting data, or the preparation or revision of Instruments of Service;
- .4 Evaluating an extensive number of Claims as the Initial Decision Maker; or,
- .5 Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom.

§ 4.2.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

- .1 X( ) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
- .2 X( ) visits to the site by the Architect during construction
- .3 X( ) inspections for any portion of the Work to determine whether such portion of the Work is substantially complete in accordance with the requirements of the Contract Documents
- .4 X( ) inspections for any portion of the Work to determine final completion.

Init.

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§ 4.2.4 Except for services required under Section 3.6.6.5 and those services that do not exceed the limits set forth in Section 4.2.3, Construction Phase Services provided more than 60 days after (1) the date of Substantial Completion of the Work or (2) the initial date of Substantial Completion identified in the agreement between the Owner and Contractor, whichever is earlier, shall be compensated as Additional Services to the extent the Architect incurs additional cost in providing those Construction Phase Services.

§ 4.2.5 If the services covered by this Agreement have not been completed within ( ) months of the date of this Agreement, through no fault of the Architect, extension of the Architect's services beyond that time shall be compensated as Additional Services.

## ARTICLE 5 OWNER'S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program, which shall set forth the Owner's objectives; schedule; constraints and criteria, including space requirements and relationships; flexibility; expandability; special equipment; systems; and site requirements.

§ 5.2 The Owner shall establish the Owner's budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner's other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall update the Owner's budget for the Project as necessary throughout the duration of the Project until final completion. If the Owner significantly increases or decreases the Owner's budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the Project's scope and quality.

§ 5.3 The Owner shall identify a representative authorized to act on the Owner's behalf with respect to the Project. The Owner shall render decisions and approve the Architect's submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect's services.

§ 5.4 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions, and other necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.5 The Owner shall furnish services of geotechnical engineers, which may include test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating subsoil conditions, with written reports and appropriate recommendations.

§ 5.6 The Owner shall provide the Supplemental Services designated as the Owner's responsibility in Section 4.1.1.

§ 5.7 If the Owner identified a Sustainable Objective in Article 1, the Owner shall fulfill its responsibilities as required in AIA Document E204™–2017, Sustainable Projects Exhibit, attached to this Agreement.

§ 5.8 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect's request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner's consultants. The Owner shall furnish the services of consultants other than those designated as the responsibility of the Architect in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants and contractors maintain insurance, including professional liability insurance, as appropriate to the services or work provided.

§ 5.9 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.10 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner's needs and interests.

§ 5.11 The Owner shall provide prompt written notice to the Architect if the Owner becomes aware of any fault or defect in the Project, including errors, omissions or inconsistencies in the Architect's Instruments of Service.

§ 5.12 The Owner shall include the Architect in all communications with the Contractor that relate to or affect the Architect's services or professional responsibilities. The Owner shall promptly notify the Architect of the substance of any direct communications between the Owner and the Contractor otherwise relating to the Project. Communications by and with the Architect's consultants shall be through the Architect.

§ 5.13 Before executing the Contract for Construction, the Owner shall coordinate the Architect's duties and responsibilities set forth in the Contract for Construction with the Architect's services set forth in this Agreement. The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor, including the General Conditions of the Contract for Construction.

§ 5.14 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.15 Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of, or enforce lien rights.

## ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs, overhead and profit. The Cost of the Work also includes the reasonable value of labor, materials, and equipment, donated to, or otherwise furnished by, the Owner. The Cost of the Work does not include the compensation of the Architect; the costs of the land, rights-of-way, financing, or contingencies for changes in the Work; or other costs that are the responsibility of the Owner.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and shall be adjusted throughout the Project as required under Sections 5.2, 6.4 and 6.5. Evaluations of the Owner's budget for the Cost of the Work, and the preliminary estimate of the Cost of the Work and updated estimates of the Cost of the Work, prepared by the Architect, represent the Architect's judgment as a design professional. It is recognized, however, that neither the Architect nor the Owner has control over the cost of labor, materials, or equipment; the Contractor's methods of determining bid prices; or competitive bidding, market, or negotiating conditions. Accordingly, the Architect cannot and does not warrant or represent that bids or negotiated prices will not vary from the Owner's budget for the Cost of the Work, or from any estimate of the Cost of the Work, or evaluation, prepared or agreed to by the Architect.

§ 6.3 In preparing estimates of the Cost of Work, the Architect shall be permitted to include contingencies for design, bidding, and price escalation; to determine what materials, equipment, component systems, and types of construction are to be included in the Contract Documents; to recommend reasonable adjustments in the program and scope of the Project; and to include design alternates as may be necessary to adjust the estimated Cost of the Work to meet the Owner's budget. The Architect's estimate of the Cost of the Work shall be based on current area, volume or similar conceptual estimating techniques. If the Owner requires a detailed estimate of the Cost of the Work, the Architect shall provide such an estimate, if identified as the Architect's responsibility in Section 4.1.1, as a Supplemental Service.

§ 6.4 If, through no fault of the Architect, the Procurement Phase has not commenced within 90 days after the Architect submits the Construction Documents to the Owner, the Owner's budget for the Cost of the Work shall be adjusted to reflect changes in the general level of prices in the applicable construction market.

§ 6.5 If at any time the Architect's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect shall make appropriate recommendations to the Owner to adjust the Project's size, quality, or budget for the Cost of the Work, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.6 If the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services is exceeded by the lowest bona fide bid or negotiated proposal, the Owner shall

- .1 give written approval of an increase in the budget for the Cost of the Work;
- .2 authorize rebidding or renegotiating of the Project within a reasonable time;
- .3 terminate in accordance with Section 9.5;
- .4 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or,
- .5 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.6.4, the Architect shall modify the Construction Documents as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Construction Documents Phase Services, or the budget as adjusted under Section 6.6.1. If the Owner requires the Architect to modify the Construction Documents because the lowest bona fide bid or negotiated proposal exceeds the Owner's budget for the Cost of the Work due to market conditions the Architect could not reasonably anticipate, the Owner shall compensate the Architect for the modifications as an Additional Service pursuant to Section 11.3; otherwise the Architect's services for modifying the Construction Documents shall be without additional compensation. In any event, the Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility under this Article 6.

## ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 The Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering and adding to the Project, provided that the Owner substantially performs its obligations under this Agreement, including prompt payment of all sums due pursuant to Article 9 and Article 11. The Architect shall obtain similar nonexclusive licenses from the Architect's consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and suppliers, as well as the Owner's consultants and separate contractors, to reproduce applicable portions of the Instruments of Service, subject to any protocols established pursuant to Section 1.3, solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect's consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner's use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner's sole risk and without liability to the Architect and the Architect's consultants.

§ 7.5 Except as otherwise stated in Section 7.3, the provisions of this Article 7 shall survive the termination of this Agreement.

## ARTICLE 8 CLAIMS AND DISPUTES

### § 8.1 General

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action against the other and arising out of or related to this Agreement, whether in contract, tort, or otherwise, in accordance with the requirements of the binding dispute resolution method selected in this Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents, and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2017, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents, and employees of any of them, similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect and Owner waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

### § 8.2 Mediation

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect's services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of this Agreement. A request for mediation shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.

§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

*(Check the appropriate box.)*

- ☐ Arbitration pursuant to Section 8.3 of this Agreement
- ☒ Litigation in a court of competent jurisdiction
- ☐ Other: *(Specify)*

If the Owner and Architect do not select a method of binding dispute resolution, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.

### **§ 8.3 Arbitration**

**§ 8.3.1** If the parties have selected arbitration as the method for binding dispute resolution in this Agreement, any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration, which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of this Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

**§ 8.3.1.1** A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

**§ 8.3.2** The foregoing agreement to arbitrate, and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement, shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

**§ 8.3.3** The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

### **§ 8.3.4 Consolidation or Joinder**

**§ 8.3.4.1** Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

**§ 8.3.4.2** Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

**§ 8.3.4.3** The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.

**§ 8.4** The provisions of this Article 8 shall survive the termination of this Agreement.

## **ARTICLE 9 TERMINATION OR SUSPENSION**

**§ 9.1** If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect's option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days' written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Owner shall pay the Architect all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.2** If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect's services. The Architect's fees for the remaining services and the time schedules shall be equitably adjusted.

**§ 9.3** If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days' written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days' written notice to the Architect for the Owner's convenience and without cause.

§ 9.6 If the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall compensate the Architect for services performed prior to termination, Reimbursable Expenses incurred, and costs attributable to termination, including the costs attributable to the Architect's termination of consultant agreements.

§ 9.7 In addition to any amounts paid under Section 9.6, if the Owner terminates this Agreement for its convenience pursuant to Section 9.5, or the Architect terminates this Agreement pursuant to Section 9.3, the Owner shall pay to the Architect the following fees:

*(Set forth below the amount of any termination or licensing fee, or the method for determining any termination or licensing fee.)*

.1 Termination Fee:

.2 Licensing Fee if the Owner intends to continue using the Architect's Instruments of Service:

§ 9.8 Except as otherwise expressly provided herein, this Agreement shall terminate one year from the date of Substantial Completion.

§ 9.9 The Owner's rights to use the Architect's Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 9.7.

## ARTICLE 10 MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201-2017, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns, and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner's rights and obligations under this Agreement, including any payments due to the Architect by the Owner prior to the assignment.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services, or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with, or a cause of action in favor of, a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project. This Section 10.7 shall survive the termination of this Agreement unless the Owner terminates this Agreement for cause pursuant to Section 9.4.

§ 10.8 If the Architect or Owner receives information specifically designated as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except as set forth in Section 10.8.1. This Section 10.8 shall survive the termination of this Agreement.

§ 10.8.1 The receiving party may disclose "confidential" or "business proprietary" information after 7 days' notice to the other party, when required by law, arbitrator's order, or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity, or to the extent such information is reasonably necessary for the receiving party to defend itself in any dispute. The receiving party may also disclose such information to its employees, consultants, or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of such information as set forth in this Section 10.8.

§ 10.9 The invalidity of any provision of the Agreement shall not invalidate the Agreement or its remaining provisions. If it is determined that any provision of the Agreement violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Agreement shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Agreement.

## ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

- .1 Stipulated Sum  
(Insert amount)

\$166,000.00

- .2 Percentage Basis  
(Insert percentage value)

( ) % of the Owner's budget for the Cost of the Work, as calculated in accordance with Section 11.6.

- .3 Other  
(Describe the method of compensation)

§ 11.2 For the Architect's Supplemental Services designated in Section 4.1.1 and for any Sustainability Services required pursuant to Section 4.1.3, the Owner shall compensate the Architect as follows:

*(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)*

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.2, the Owner shall compensate the Architect as follows:  
(Insert amount of, or basis for, compensation.)

§ 11.4 Compensation for Supplemental and Additional Services of the Architect's consultants when not included in Section 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent ( %), or as follows:  
(Insert amount of, or basis for computing, Architect's consultants' compensation for Supplemental or Additional Services.)

§ 11.5 When compensation for Basic Services is based on a stipulated sum or a percentage basis, the proportion of compensation for each phase of services shall be as follows:

|                              |                       |               |               |
|------------------------------|-----------------------|---------------|---------------|
| Schematic Design Phase       | percent (             | <u>10</u>     | %)            |
| Design Development Phase     | percent (             | <u>25</u>     | %)            |
| Construction Documents Phase | percent (             | <u>40</u>     | %)            |
| <del>Procurement Phase</del> | percent (             | <del>25</del> | <del>%)</del> |
| Construction Phase           | percent (             | <u>25</u>     | %)            |
| <hr/>                        |                       |               |               |
| Total Basic Compensation     | one hundred percent ( | 100           | %)            |

§ 11.6 When compensation identified in Section 11.1 is on a percentage basis, progress payments for each phase of Basic Services shall be calculated by multiplying the percentages identified in this Article by the Owner's most recent budget for the Cost of the Work. Compensation paid in previous progress payments shall not be adjusted based on subsequent updates to the Owner's budget for the Cost of the Work.

§ 11.6.1 When compensation is on a percentage basis and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect's consultants are set forth below. The rates shall be adjusted in accordance with the Architect's and Architect's consultants' normal review practices.  
(If applicable, attach an exhibit of hourly billing rates or insert them below.)

| Employee or Category | Rate (\$0.00) |
|----------------------|---------------|
|----------------------|---------------|

#### § 11.8 Compensation for Reimbursable Expenses

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic, Supplemental, and Additional Services and include expenses incurred by the Architect and the Architect's consultants directly related to the Project, as follows:

- .1 Transportation and authorized out-of-town travel and subsistence;
- .2 Long distance services, dedicated data and communication services, teleconferences, Project web sites, and extranets;
- .3 Permitting and other fees required by authorities having jurisdiction over the Project;
- .4 Printing, reproductions, plots, and standard form documents;
- .5 Postage, handling, and delivery;
- .6 Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
- .7 Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner or required for the Project;

- .8 If required by the Owner, and with the Owner's prior written approval, the Architect's consultants' expenses of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits in excess of that normally maintained by the Architect's consultants;
- .9 All taxes levied on professional services and on reimbursable expenses;
- .10 Site office expenses;
- .11 Registration fees and any other fees charged by the Certifying Authority or by other entities as necessary to achieve the Sustainable Objective; and,
- .12 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect's consultants plus ten percent ( 10 %) of the expenses incurred.

§ 11.9 **Architect's Insurance.** If the types and limits of coverage required in Section 2.5 are in addition to the types and limits the Architect normally maintains, the Owner shall pay the Architect for the additional costs incurred by the Architect for the additional coverages as set forth below:

*(Insert the additional coverages the Architect is required to obtain in order to satisfy the requirements set forth in Section 2.5, and for which the Owner shall reimburse the Architect.)*

## § 11.10 Payments to the Architect

### § 11.10.1 Initial Payments

§ 11.10.1.1 An initial payment of ( \$ ) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.1.2 If a Sustainability Certification is part of the Sustainable Objective, an initial payment to the Architect of ( \$ ) shall be made upon execution of this Agreement for registration fees and other fees payable to the Certifying Authority and necessary to achieve the Sustainability Certification. The Architect's payments to the Certifying Authority shall be credited to the Owner's account at the time the expense is incurred.

### § 11.10.2 Progress Payments

§ 11.10.2.1 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid thirty ( 30 ) days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.  
*(Insert rate of monthly or annual interest agreed upon.)*

1 % one percent

§ 11.10.2.2 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work, unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.2.3 Records of Reimbursable Expenses, expenses pertaining to Supplemental and Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

## ARTICLE 12 SPECIAL TERMS AND CONDITIONS

Special terms and conditions that modify this Agreement are as follows:

*(Include other terms and conditions applicable to this Agreement.)*

## ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Architect.

Init.

§ 13.2 This Agreement is comprised of the following documents identified below:

- .1 AIA Document B101™–2017, Standard Form Agreement Between Owner and Architect
- .2 AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, dated as indicated below:

*(Insert the date of the E203-2013 incorporated into this agreement.)*

- .3 Exhibits:

*(Check the appropriate box for any exhibits incorporated into this Agreement.)*

- ☐ AIA Document E204™–2017, Sustainable Projects Exhibit, dated as indicated below:

*(Insert the date of the E204-2017 incorporated into this agreement.)*

- ☐ Other Exhibits incorporated into this Agreement:

*(Clearly identify any other exhibits incorporated into this Agreement, including any exhibits and scopes of services identified as exhibits in Section 4.1.2.)*

- .4 Other documents:

*(List other documents, if any, forming part of the Agreement.)*

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
**OWNER** *(Signature)*

Louis Zumbach, Chairperson Board of Supervisors  
*(Printed name and title)*



\_\_\_\_\_  
**ARCHITECT** *(Signature)*

Stephen L. Emerson Owner  
*(Printed name, title, and license number, if required)*

**SPACE ABOVE FOR RECORDER**

Preparer Information: Jeff Wozencraft, City of Cedar Rapids, 101 1<sup>st</sup> Street SE, Cedar Rapids, Iowa 52401 (319) 286-5772  
Return to: City Clerk's Office, 101 1<sup>st</sup> Street SE, Cedar Rapids, Iowa 52401  
Taxpayer Information: Linn County, 935 2<sup>nd</sup> Street SW, Cedar Rapids, Iowa 52404

**PRE-ANNEXATION AGREEMENT**

This Pre-Annexation Agreement is entered into this day of , 2023, by and between Linn County (the "Owner") and the City of Cedar Rapids, Iowa (the "City").

WHEREAS, Linn County is the Owner of Property located at 650 Walford Road and 800 Walford Road and legally described as follows;

WHEREAS, the Owner desires to voluntarily annex its Property into the City of Cedar Rapids, Iowa, and

WHEREAS, the Properties are currently zoned AG under the Linn County Zoning ordinance and are to be zoned P-IN (public institutional) when annexed into the City; and

WHEREAS, the City of Cedar Rapids recognizes the roles both the Linn County Juvenile Detention Center and Linn County Secondary Road facility serve in our community; and

WHEREAS, the Owner and the City both desire to enter into this Agreement to clarify and define its respective rights and responsibilities.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements set forth below, the parties hereto agree as follows:

1. **Annexation.** The City agrees to assist the Owner to annex the Properties into the City upon the terms and conditions set forth in this agreement.

## 2. **Conditions Associated With Voluntary Annexation**

- a. The City will initiate, with consent from the County, the rezoning of the properties to match the desired zone district for the parcels, Public-Institutional (P-IN). The parties agree that the provisions of the P-IN zone district are not currently more restrictive than the AG zoning district with respect to building use, building types, building size, building height, or minimum property setbacks regardless of the immediately surrounding land use or zone district.
  - b. No structural or land use changes to either property will be required with the rezoning. Linn County may continue to use the property and all facilities, buildings, furnishings, machinery, equipment, and/or structures on the property in the same or like manner and for the same or like purpose for as long as the County owns the property. Linn County may expand or make structural changes to the existing facilities, buildings, furnishings, machinery, equipment, and/or structures on the property subject to the setback requirements of the P-IN zone district in accordance with all ordinances then in effect.
  - c. To the extent permitted by law, the City agrees to not assess the County for any roadway or other infrastructure improvements associated with the annexation or roadway improvements to Walford Road, 6<sup>th</sup> Street SW, or any other present or future roadway that benefits either property, or for any other infrastructure improvement that is on either property or that benefits either property. The City will accept Walford Road, its right-of-way, and any item or items in its right-of-way "as is".
  - d. The City agrees that the County's existing use is permissible in the P-IN zone district.
3. **Assignment.** Except as provided below, this Agreement may not be assigned by any party without the express written permission of the other parties.
4. **Successor and Assigns.** The rights, duties, and obligations of the parties as contained in this Agreement shall run with the Property and be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, legal representatives, and permitted assigns. Nothing in this Agreement, express or implied, is intended to confer upon any party other than the parties hereto, and their respective heirs, successors, legal representatives and permitted assigns, any rights, remedies, liabilities or obligations under or by reason of this Agreement. In order to ensure proper notice to all successors and assigns, a copy of this Agreement shall be filed with the Linn County Recorder.

5. **Governing Law.** All rights and obligations arising out of or related to this Agreement, and the application and interpretation hereof, shall be governed by and construed in accordance with the laws of the State of Iowa.
6. **Execution of Documents.** All parties agree to execute and deliver whatever documents or assurances as may be reasonably necessary to implement the terms and conditions of this Agreement and effectuate the intent thereof. The parties hereto will cooperate fully.
7. **Entire Agreement.** This Agreement, the exhibits attached and the documents delivered and recorded pursuant hereto constitute the entire agreement and understanding among the parties and supersede and revoke any prior agreements or understandings relating to the subject matter of this Agreement.
8. **Amendments.** No change, amendment, termination, or attempted waiver or variation of the terms and conditions of this Agreement shall be valid unless the same follow applicable statutes.
9. **Captions.** The headings, captions, or titles of articles, sections, and paragraphs of this Agreement are provided for convenience of reference only, and shall not be considered a part hereof for purposes of interpreting or applying this Agreement, and such titles or captions do not define, limit, extend, explain, or describe the scope or extent of this Agreement of any of its terms or conditions.
10. **Severability.** In the event any provisions of this Agreement is held invalid, illegal, or unenforceable, in whole or in part, the remaining provisions of this Agreement shall not be affected thereby and shall continue to be valid, legal, and enforceable. In the event any provision of this Agreement is held to be invalid, illegal, or unenforceable as written, but valid, legal, and enforceable if modified, then such provision shall be deemed to be amended to such extent as shall be necessary for such provision to be valid, legal, and enforceable and it shall be enforced to that extent. Any finding of invalidity, illegality, or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.
11. **Counterparts.** This Agreement may be executed by one or more of the parties hereto on any number of separate counterparts (including by facsimile transmission), and all of said counterparts taken together shall be deemed to constitute one and the same Agreement.

**CITY OF CEDAR RAPIDS, IOWA**

**(seal)**

BY: \_\_\_\_\_

Jeffrey A. Pomeranz

City Manager

**PROPERTY OWNER**

BY: \_\_\_\_\_

Louis J. Zumbach

Chairperson, Linn County Board of Supervisors

Attest:

BY: \_\_\_\_\_

Alissa Van Sloten

City Clerk

STATE OF IOWA     )

) ss:

COUNTY OF LINN     )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2023, before me a Notary Public in and for said County, personally appeared Jeffrey A. Pomeranz and Alissa Van Sloten to me personally known,

who being duly sworn, did say that they are the City Manager and City Clerk, respectively of the City of Cedar Rapids, Iowa, a Municipal Corporation, created and existing under the laws of the State of Iowa, and that the seal affixed to the foregoing instrument is the seal of said Municipal Corporation, and that said instrument was signed and sealed on behalf of said Municipal Corporation by authority and resolution of its City Council and said City Manager and City Clerk acknowledged said instrument to be the free act and deed of said Municipal Corporation by it voluntarily executed.

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NOTARY PUBLIC, IN AND FOR STATE OF IOWA

My Commission Expires: \_\_\_\_\_