



Agenda: Board of Trustees
March 7, 2024, at 4 pm
Community Room, Ladd Library

Literacy, Access, & Inclusion

Library Board President – Clint Twedt-Ball

- A. Call to Order
- B. Consent Agenda – **Action**
 - Minutes: February 1, 2024
 - Special Event Application
- C. Public Comments and Communications
- D. Foundation Report – Charity Tyler
- E. Friends of the Library Report – Libby Slappey
- F. Board Education: Opportunity Center Update – Kevin Delecki
- G. Library Board Committee Reports
 - Advocacy Committee – Rafael Jacobo, Committee Chair
 - No Action
 - Finance Committee – Monica Challenger, Committee Chair
 - **Action:** Linn County Contract for Library Services FY24
 - Personnel and Policy Committee – Susie McDermott, Committee Chair
 - **Action:** 2.04 Confidentiality of Library Records
 - **Action:** 2.05 Programming and Partnerships
 - **Action:** 3.00 Messaging
 - Westside Project Committee – Jade Hart, Committee Chair
 - **Action:** Westside Library Recognition Opportunities
- H. Library Director's Report
- I. Old Business
- J. New Business
 - **Action:** LEED Commissioning Contract – approval, purchase order and payment not to exceed \$146,645 – to provide commissioning services for the Westside library project to SystemWorks
- K. Adjournment

The next Board of Trustees meeting is **April 4, 2024 at 4 pm**, in the Conference Room, Downtown Library.

Anyone who requires an auxiliary aid or service for effective communication, or a modification of policies or procedures to participate in a City program, service, or activity, should contact Jessica Musil, Library Administrative Assistant, at 319.261.7323 or email musilj@crlibrary.org as soon as possible but no later than 48 hours before the meeting.

DRAFT Meeting Minutes
Cedar Rapids Public Library
Board of Trustees
February 1, 2024

Board members in attendance: [President] Clint Twedt-Ball, Jade Hart, Chris Casey, Susie McDermott, Jeremy Elges, Elisabeth Hepworth, (in person); Rafael Jacobo, Hassan Selim (via Zoom)

Board members unable to attend: [Vice President] Monica Challenger

Staff in attendance: Dara Schmidt, Todd Simonson, Erin Horst, Amber McNamara, Jessica Musil (in person); Jessica Link, Patrick Duggan (via Zoom)

Others: Charity Tyler, Executive Director, Foundation of the Cedar Rapids Public Library (in person); Libby Slappey, Presidents, Friends of the Cedar Rapids Public Library (via Zoom)

- A. Call to Order
 - Mr. Twedt-Ball called the meeting to order at 4 pm.
- B. Consent Agenda – **Action**
 - Minutes: January 4, 2024

Ms. Hart moved to accept the consent agenda. Ms. Casey seconded. The action carried with unanimous approval.
- C. Public Comments and Communications
 - There being none, the meeting continued
- D. Foundation Report – Charity Tyler
 - The Foundation hosted a public launch for the Westside Library Big Dreams capital campaign. Ms. Tyler feels the event went very well. Many supporters attended and asked great questions. The event has inspired gifts and attention to the project. Even though the campaign is in the public phase, behind the scenes work continues with donor conversations and six grant applications totaling more than \$2 million. Approximately 65% of the project funding total has been secured.
 - Mr. Elges asked if there is an estimate of what a community small donation pool would look like. The feasibility study consultant did not provide estimates of that detail, though in general felt the Foundation could safely raise \$8-10 million for the project. Typically, a public phase raises about 40% of the goal. Ms. McDermott asked what counts as a small donation. Ms. Tyler noted that recognition on the donor wall will be \$1,000 at a minimum. The downtown project's minimum was \$500.
 - Ms. Hart encouraged trustees to mention the project in conversation, which could inspire gifts. Ms. Tyler noted that the Foundation board members set a goal of talking about the project with at least five people.
- E. Friends of the Library Report – Libby Slappey
 - At the public launch, the Friends also announced their \$250,000 commitment to the Westside Library project. They look forward to supporting the new building.
 - Ms. Slappey reported that Dolly's birthday party sale was successful, and they are looking forward to their Valentine's sale. She shared stories about how people use the Friends to support their library including a patron who shopped the stacks in the Friends storage room; a rotary club member donating 50 children's books from the Friends to local schools; and that TrueNorth held a book drive and donated a wide variety of books to the Friends, some of which will be sold on Amazon.
- F. Board Education: Service Navigator Partnership Update – Todd Simonson
 - Public Service Manager Todd Simonson reported on the service navigator program, in partnership with Willis Dady Emergency Service. The program, which has evolved over the last four years, is to support our most vulnerable patrons, typically individuals

experiencing homelessness. Two navigators from Willis Dady spent on average about 30 hours a week at the library. Their regular duties include building relationships, proactive behavior intervention support, helping patrons find resources or services, and overseeing the Summer Ambassador Program. The current contract ends this fiscal year.

- Mr. Simonson provided data and noted that data is dependent on seasonal needs. For example, there are higher needs in the winter. Navigators assist in three to 10 intakes for housing assistance a week. In general, they have about five to 10 daily interactions with patrons supporting the Housing First model. The team also builds relationships with patrons and provides active service support to the public service team.
- Mr. Twedt-Ball asked about the navigator personnel and how interactions work. Currently, we have one navigator who has been here about a year after the previous navigator joined the library team. Average turnover is about once a year for a variety of reasons – people tend to move up within the Willis Dady organization. Ms. Schmidt shared that this is something we consider as we examine the overall program. Non-profits tend to have a lot of turnover but that can be difficult when navigators have to re-establish relationships. Interactions can vary based on the patron and their respective wants and needs. We respect the individuals and may just say hello instead of actively promoting services and resources.
- Ms. Casey asked if the navigators have helped reduce behaviors. The navigators can help be a proactive preventative resource outside of library staff. We know anecdotally that navigators perform actions to reduce library staff intervention, which starts a progressive discipline process. Although this is not measurable, we know it helps patrons remain in the building successfully.
- This program started as we had more homeless individuals in crisis in the building. The partnership helped fill a gap where we did not have adequate staff training. Ms. Schmidt did not want to remove people from the library if we could do something else. The Public Service team tries hard to give people every opportunity for success. Navigators can support patrons who need more extensive needs so Public Service leadership can help address smaller issues.

G. Library Board Committee Reports

- Advocacy Committee – Rafael Jacobo, Committee Chair
 - Mr. Jacobo reported that while there is no action, the library team is watching the legislative session for bills that directly impact public libraries.
 - Ms. Schmidt reported that a new bill was proposed hours before this meeting and we will put out an advocacy call to action. SSB 3131 was introduced today with a public hearing on Monday, and calls to remove governance from library boards and giving that to City Councils. The library team will send an eblast tomorrow and update the website with pertinent bills and their respective information. In addition, Ms. Schmidt and Ms. McNamara will develop talking points for people to use in communicating with their legislative leaders.
 - The library is also watching another proposed bill, which does not have a hearing yet, to remove protections of public libraries under obscenity laws. This could impact where and how library materials are displayed to prevent access to children. If that bill progresses, an email alert will be sent out.

H. Library Board Committee Reports

- Finance Committee – Monica Challenger, Committee Chair
 - Ms. Casey reported for Ms. Challenger on December 2023 financials. We're halfway through the fiscal year. There are no concerns for revenues and expenditures at this time.
 - **Action:** FY25 Budget. Ms. Schmidt explained the FY25 budget changes. Highlights are below.
 - In the Operations, or 151 budget, we predict an increase of \$25,000 in local government grants and reimbursements. We are reimbursed

annually for library service to unincorporated Linn County residents based on the previous year's usage data. Our data supports an increase. In turn, that revenue will be increased for \$20,000 in contract labor expenses and \$5,000 in external banking/financial fees. We anticipate hiring a consultant for the next strategic plan development and also to budget appropriately for consistent increased credit card fees. Any other changes are movements from a line item to another to reflect actual expenses. Anything under Other Expenses are set by the City and automatically offset. In addition, the City always budgets high for benefits to ensure we have enough money.

- For Special Revenue, under 7010, we budget for grants and donations. It looks a little strange because by law, we have to budget for expenses in order to spend the money. If we don't receive the grant funding, we can't spend it and it does not harm our operations. Anticipated revenues are based on information we have at the time of budgeting.
- Capital projects in 316 always show the current fiscal year and projections for a five-year plan. Ms. Schmidt talked through multiple projects, such as the Westside Library Project, Downtown Library plaza repair, Downtown Library roof repair, and materials. Ms. Schmidt shared that the library intends to ask the Foundation board to support the plaza repair with capital funds they hold. The Downtown Library roof repair is a placeholder in the budget. We cannot wait until July to start and the City FMS department has reallocated funds to start this spring. In addition, we are still actively pursuing warranty coverage for the repairs. Materials spending looks like a reduction in a budget – we will still have \$500,000 and the difference is made up by the City was closing out expiring bonds. Ms. Schmidt also noted that, although these are not reflected in our budget, Public Works has funding to add a road for the Westside Library Project and as FMS will have an increase to support the library HVAC systems.

The committee recommendation to approve the FY25 budget as presented in the packet carried with unanimous approval.

- Personnel and Policy Committee – Susie McDermott, Committee Chair.
 - **Action:** 2.00 Collection Development. This policy defines a way to respond to the public on the library materials they'd like in our collection and how we maintain a collection. Materials Manager Erin Horst reports that patrons request materials regularly. Print material requests are generally fulfilled, though the digital requests are greater than our budget allows. The policy also dictates how we weed materials. For example, books can be purchased in high volume to meet demand and later weeded, given to the Friends. There are no recommended changes for this policy.
 - **Action:** 2.02 Gifts and Memorials. This policy gives guidance on how gifts and memorials are directed including funds, property, art, and donated materials. The only change is to clarify that materials donations may be integrated into the collection or given to Friends for sale at the library's discretion.
 - **Action:** 2.03 Evelyn Zerzanek Collection This policy had extensive edits in 2022 when we took over storage of the collection. It was previously held at the Cedar Rapids Museum of Art following the flood. There are no recommended changes.

The committee recommendation to approve the reviewed policies as presented in the packet carried with unanimous approval.

- Westside Project Committee – Jade Hart, Committee Chair
 - The committee and staff have worked with OPN to further hone the building's layout following a square footage reduction to remain in budget. The reduction

will not impact the exterior shape of the building or public spaces. We will host a final community open house on March 25 to share final designs. In addition, we're preparing a request for bid to hire a commissioning agent for LEED certification as the project unfolds. Ms. Schmidt also met with OPN and Design Engineers to discuss the possibilities of being solar ready, a net zero building design, and potential battery capability.

- **Action:** Westside Library Recognition Opportunities. The Foundation developed a list of recognition opportunities for board approval in 2023 for known items, such as the children's library and young adult area. Ms. Tyler is requesting that the board approve the new list to share with donors. As the design is nearing completion, Ms. Schmidt and Ms. Tyler will continue to look at other opportunities.

The committee recommendation to approve the revised Westside Library Recognition Opportunities as presented in the packet carried with unanimous approval.

- I. Library Director's Report
 - Ms. Schmidt shared that physical circulation continues to increase. Physical visits, if they follow projections, should break 400,000 visits this year. Many of our standard outcome data points are doing better and we're hopeful for FY24 to be a baseline data year.
 - Over the next few years, we anticipate tax caps impending growth will significantly impact cities. We are being intentional about decisions we are making now may not be sustainable in future due to the tax cuts.
- J. Old Business
 - There being no old business, the meeting continued.
- K. New Business
 - There being no new business, the meeting continued.
- L. Adjournment
 - There being no further business, the meeting adjourned at 5:23 pm.

The next Board of Trustees meeting will be held on Thursday, March 7, 2024, at 4 pm in the Community Room, Ladd Library



Special Event Application

This application must be submitted for special events requiring alcohol at least **60 days** prior to the date of the event. An approved certificate of liability (including additional documentation if required) must be received 30 days prior to the event date. Events requesting alcohol are subject to Board of Trustees approval and guidelines in the Board Policy 3.08 – Special Event Alcohol Use. Board meetings are held the first Thursday of each month at 4 p.m.

Please return the completed application to: Cedar Rapids Public Library, 450 Fifth Avenue SE, Cedar Rapids, Iowa 52401; email events@crlibrary.org.

Name of Contact Person: Jess Netolicky

Name of Organization: CRPL Foundation

Address: 450 5th Ave SE

Phone: 319-739-0443

Email: NetolickyJ@crlibrary.org

Name of Event: Literary Vines

Date of Event: April 19, 2024

Location of Event: Beems Auditorium

Time of event start: 6 pm

End: 8:30 pm

Setup start: 4 pm

Cleanup end: 10:30 pm

What type of audience is this intended for: Foundation donors

Number of attendees/participants: 125

Will there be a fee to attend? Yes

Will you serve alcohol at the event? Yes

If selling alcohol, who holds the liquor license for your event? CRPL Foundation

Who holds all necessary special event insurance for the event? CRPL Foundation

Applicants Signature: **Jess Netolicky** Digitally signed by Jess Netolicky
Date: 2024.02.21 10:21:22 -06'00' Date: 2/21/24

Applicants Printed Name and Title/Organization: Jess Netolicky Development Associate, CRPL Foundation

INSIGHT



EDITORIAL FELLOW | CHRIS ESPERSEN

Public libraries are a community treasure

‘I can do it, I believe in myself, but I need help,’ Dara Schmidt describes the 89-year-old woman who visited the downtown Cedar Rapids library because she wanted to open an email account. Her son had told her she could get regular pictures of her grandchildren if she just would get an email address. The staff helped her through the process and are now treated to adorable pictures every Tuesday morning, when she makes her regular visits.

There are over 500 libraries in Iowa, and they are filled with so much more than books. They hold countless stories like this one.

Two bills that would have negatively impacted libraries may have stalled in the House and Senate, but there still is reason to be wary. As Deborah Caldwell-Stone said of the wave of legislation that could impact libraries, “This is not a culture war; it’s a threat to our democracy.”

Schmidt, Library Director of the Cedar Rapids Public Library, described what she sees as the beauty of Iowa libraries. “Where else can you go where a young family is going to story time and having a time of their lives and a young professional is also there using it as a working space? Someone down on luck that can have a warm place to be and just read a book. Seniors use us because it is a safe place to be.” They can escape isolation. “What a wonderful thing to be able to be in public — they can interact with others or sit quietly in a comfortable chair and just not be alone. And no one needs to pay any money to walk

in the door.”

Libraries provide an ever-expanding role in the lives of Iowans. Beyond lending books and other materials, they offer access to computers and the internet, offer free programs for all age ranges, and provide climate-controlled environments for the unhoused or those without access to heating and cooling, a consideration that is increasingly important given the weather extremes we have experienced in Iowa.

They provide meeting spaces for all groups, even groups like Moms for Liberty who would like to remove some of their offerings. Schmidt is adamant that everyone has the right to use public library services. “There is an active chapter here and they meet at the Cedar Rapids Public Library. They are welcome to do so. I don’t have to agree with others to let people meet in public spaces. We are open to everyone.”

Libraries act as navigators and safe spaces, and their staff provide their valuable research skills to patrons on a broad range of topics. During the pandemic they were a lifeline to parents struggling with home schooling. They are now partnering with public health to improve the lives of Iowans by posting Community Health Workers in some locations. Public libraries empower communities and are vital to our democracy.

Which is why HSB 678 and SSB 3131 were so concerning. They go beyond the so-called culture war of banning certain books (don’t get me wrong, discrimination and threats to intellectual freedom are very concerning) but they threaten the very

existence of libraries by changing language that municipalities “may” levy taxes to fund public libraries instead of mandating this funding (SSB3131) and having already busy city councils more actively involved in replacing library board members and library operational issues (HSB 678).

The ways Cedar Rapids libraries and library staff help residents can be heartwarming, but also life-changing. Rebecca Vernon, librarian at the Cedar Rapids library, shared in a Director’s Report her impact on a library visitor last year. “I was helping a patron release a print job. She shared that, thanks to the library’s computers, she was able to get a new job recently. She was excited that soon, she would now be able to get her own computer!” Whether it is finding a job, gaining citizenship, or developing a reluctant child’s love of reading, the investments made in this public institution are returned manifold.

Schmidt’s first job was a shelver at the Manchester library. She moved away from Iowa and tried other occupations but realized that what she really loved was working in the public library. “People who work, volunteer, use libraries, these people actually believe in them.” Cedar Rapids has been able to build a new Westside library and will eventually move out of the currently rented space, thanks to the estate donation of Nadine Sandberg. Schmidt describes this was not the result of a cultivated relationship but instead a random act of faith. “Her estate lawyer said she wanted to leave

her legacy to some place that would do great things with it. What an incredible and humbling honor and responsibility that people care out there and have faith and belief that libraries do and will continue to do great things for their community.”

Matt McGarvey, executive director of Telligen Community Initiative, also sees the immense value of libraries and has invested considerably in them. “Our experiences with grant support to projects that utilize libraries to address place-based health disparities is real,” he said. “Libraries have much to offer beyond books. They are a marker of community vitality. Similar to parks, community centers, and schools, library settings can and do have a potential as a venue for health knowledge and activity in any community if viewed creatively.”

What can you do? Keep writing to your legislator, showing up at the Capitol, but more than anything, invite others to understand the value that libraries offer all Iowans, regardless of politics or socioeconomic standing. Schmidt encourages Iowans to begin the conversation with their legislators with an invitation instead of just talking at them, by saying, “I would love to invite you to a program so you can see what value us Iowans get from libraries.” She continues, “engage them in a positive way to show the value. We need people who are passionate. We need people to get mad, but we also need to be able to have conversations.”

Chris Espersen is a Gazette editorial fellow. chris.espersen@thegazette.com

GUEST COLUMN
CHRISTOPHER PETERS

Support political reform

According to polling, fewer than one-third of Americans are remotely satisfied with our politics, a record low. Trust in government, including executive, legislative and judicial, is also at an all-time low. An increasing number of Americans have unfavorable views of both major parties. Finally, more Americans than in years past wish they had more options, including better candidates and additional political parties.

Americans are increasingly supportive of political reforms, particularly term and age limits, and efforts to reduce the influence of money in politics. They also seek reforms in how we select our elected representatives, understanding that these changes may be necessary before other objectives can be achieved.

Two election-focused reforms include open primaries and ranked choice voting (RCV). I am a fan of both and, for the past few years, I have supported a new group, Better Ballot Iowa, which seeks to allow RCV as an option to interested counties and municipalities in Iowa. Despite being prohibited by legislative statute, the Iowa Legislature has introduced new legislation this year to prohibit it, again. Given this renewed interest, it is worthwhile considering the pros and cons of RCV.

On the downside, there can be an upfront cost with RCV implementation, such as voter education and acquiring new hardware and software, but the long-term costs are unchanged. RCV is easy to understand for most voters, involving ranking candidates as they might rank movies or books. While some districts have reported delays in election outcomes with RCV, those delays are usually minor and can be overcome with technology and experience.

RCV is not more susceptible to fraud or outside manipulation than plurality voting, and auditing of election outcomes remains possible. RCV should eliminate costly and poorly attended runoff elections. While data is limited, RCV can result in increased voter turnout and engagement. Despite claims to the contrary, there is no evidence that RCV benefits one party over another. RCV frequently does not change the result of elections compared to our current plurality voting system.

Most state and federal legislative districts are uncompetitive, and many are not even contested by another major party candidate in any given election. RCV will not change the outcome of a race in which there is only one major party candidate or in a district or state dominated by one party or another, and incumbency advantage persists. Any time there is a candidate who earns the support of half or more voters, that candidate would win with either RCV or plurality voting.

Only when three or more candidates are on the ballot, each with a good-sized base of support, will RCV sometimes yield a different result than plurality voting. For example, in a tight three-way race using plurality voting, a candidate could win with just over one-third of overall voter support. With RCV, that same candidate might still win, but there is a chance that one of the other two candidates ends up securing half or more overall voter support.

Which outcome is best is more a matter of preference, I think; not that one choice is right and the other wrong. I would prefer that the winner of a given election has garnered a majority of overall voter support, rather than a candidate who manages to earn as little as one vote more than his or her closest competitor, but that’s just me.

While RCV may not significantly alter the outcome of most elections, its potential lies in its ability to influence the broader political landscape long before Election Day. Candidates have an incentive to appeal to a broader swath of voters, encouraging less negative campaigning. Minor party and independent candidates have a greater potential to get new ideas out in the public square. Some of those ideas will be valuable, attracting support among voters, and major party candidates will have to pay attention. Voters will appreciate not simply being fed partisan political boilerplate but feeling they can have a meaningful voice in the political process beyond voting.

RCV might help change the state of our politics. Allowing Iowa counties and municipalities to experiment with political reforms, including RCV, should be encouraged, not prohibited. Permitting such “home rule” is the essence of our “laboratories of democracy” ideal, the foundation of our federalism. State overreach, undermining the sovereignty of Iowa counties and municipalities, as exemplified by existing and proposed legislation, should be opposed.

Dr. Christopher Peters lives in Coralville.

GUEST COLUMN | THOMAS GRUCA

It’s time governments consider paying doctors to practice in rural areas

Rural health care is in crisis, and while many solutions have been offered to encourage specialist physicians to practice in small towns, the fact that rural health care still is in crisis suggests that none have been successful.

New ideas are needed, and an Australian government program that provides cash subsidies to specialists to regularly offer clinical care in rural parts of the country could be a viable model for rural states in the U.S.

I was part of a research team that looked at the potential effectiveness of giving government subsidies to doctors to practice at least part time in rural parts of Iowa, the heavily rural state where I live. We looked at cardiologists, which are an especially critical need in rural areas, where residents are more apt to suffer from heart disease, high blood pressure, and stroke. Studies have shown that just a single annual visit with a cardiologist can have significant health impacts.

However, Iowa has fewer than 200 cardiologists, almost all of whom live in urban areas, and their numbers are expected to drop even further as

many retire and aren’t replaced. The equivalent of 2,000 cardiologists leave practice every year in the United States, while fellowship programs graduate only about 1,500, a net loss of about 500 annually. In Iowa, the number of cardiologists is expected to drop by 10 percent in the coming years.

To make up for that lack of rural presence, many Iowa physician group practices have developed a strong network of visiting consultant clinics where urban physicians in many specialties, including cardiology, make periodic visits to rural areas to see patients. The networks provide reasonable access and effective care to most people who live in communities too small to support a full-time cardiologist.

Other options have been considered. One suggestion, recruiting foreign doctors to practice in rural areas, has met with some success for primary care physicians, where the bulk of the funding is targeted. Increased use of telehealth also has been proposed, but patients have proved reluctant to use it for complicated health concerns.

While the outreach

clinic model has been the most successful in plugging holes in rural cardiology access, it still has weaknesses. Physicians who participate in the program are unable to see patients while they’re driving to the outreach clinic.

This “windshield time” can last as long as two to three hours in Iowa and includes not just lost opportunities to see patients but also mileage and other vehicle expenses. The opportunity costs are significant enough that only about half of Iowa’s cardiologists participate in an outreach clinic.

Our research team wanted to find out how to mitigate the potential loss of cardiologists and encourage more to participate in these visiting clinics. We looked at a program in Australia, which has an even greater rural health care crisis than the United States. There, the Australian government’s Rural Health Outreach Fund subsidizes qualifying specialists to motivate them to practice in rural areas. Our study found that if a payment program were adopted in Iowa to subsidize physicians for their windshield time, the payments would cost

about \$430,000 a year to maintain the current level of cardiology care in rural areas, even after the anticipated decline in numbers.

We also looked at the costs of recruiting and training foreign-educated doctors to practice in rural areas. For such a program to be more cost effective than the public subsidy, it would have to attract five cardiologists who would work for \$81,000 or less a year, a highly unlikely outcome. They would also provide far less coverage than the network of outreach clinics for the same amount of money.

While our study looked only at cardiology, the findings suggest similar public subsidies would be an effective way to at least maintain health care coverage in rural areas in other specialties. While we’ve generally been reluctant to suggest the government pay providers to practice in certain locations, we may have few other feasible options to provide equitable access to necessary health care to some 60 million rural Americans.

Thomas Gruca is professor of marketing at the University of Iowa’s Tippie College of Business.

THINGS TO DO TODAY

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FUNDRAISER/BENEFIT

Eat Out to Read

A generous percentage of sales will be donated to the Iowa City Public Library Friends Foundation.

- **When:** 11 a.m. to 8 p.m.
- **Where:** Oasis Falafel, 206 N. Linn St., Iowa City
- **Cost:** Free

ART

Doodlebugs: Sky-scapes

What are those shapes in the clouds? What colors and textures do you see? There are so many amazing things to see if you just look up. Doodlebugs starts with a story and ends with imagination and creation. All ages are welcome, but book selection is ideal for ages 4 to 7.

- **When:** 10:30 to 11:30 a.m.
- **Where:** Marion Public Library, 1101 Sixth Ave., Marion
- **Cost:** Free

SPEAKER Water Monitoring Iowa Rivers

A Save Our Streams water monitor will discuss the major river water pollutants in Iowa and why water monitoring is important. Learn about the work that S.O.S. water monitors do and how you can get involved.

- **When:** 4 to 5 p.m.
- **Where:** Cedar Rapids Public Library, 450 Fifth Ave. SE, Cedar Rapids
- **Cost:** Free

LITERARY Meet the Author:

Jerry Harrington

In "Thunder from the Prairie," Jerry Harrington explores the life of Harold Hughes, a man of working-class origins who overcame severe alcoholism to become Iowa governor (1963-1969) and U.S. Senator (1969-1975). Harrington of Iowa City has spent a lifetime writing about Iowa history.

- **When:** 6 to 7 p.m.
- **Where:** The History Center, 800 Second Ave. SE, Cedar Rapids
- **Cost:** \$5 to \$7

Kids can explore music at Community Music Day

Instrument 'petting zoo,' live performances at C.R. library

By Grace King, The Gazette

CEDAR RAPIDS — Children and families are invited to explore music at the annual Harmony School of Music's Community Music Day held this Saturday at the Cedar Rapids Public Library.

The highlight of the day will be a community play-and-sing-along led by Orchestra Iowa Maestro Tim Hanke-wich. Musicians of all levels are invited to join in either in-person or virtually, according to a news release from Harmony School of Music.

"We are blown away by the number of organizations that are coming together for this unique event," said Jessica Altfillisch, executive director of Harmony School of Music. "We want to create a space for everyone in our community to relax and find some joy, and there's nothing like music to bring us all together."

The entire day is free and open to the public from 10 a.m. to 3:30 p.m. at the downtown library, 450 Fifth Ave. SE, Cedar Rapids. Sponsors include the Iowa Economic Development Authority, the National Endowment for the Arts, Coe College, Orchestra Iowa, the University of Iowa music therapy faculty and students, and the Cedar Rapids Public Library.

Harmony School of Music is the organizer of the event, but numerous local artists and organizations contribute with free activities and performances for all ages. The afternoon will culminate in a play-and singalong performance, craft activities, infant and child music classes, story time and a diverse range of performances such as orchestra, rock and hip-hop.

The Harmony School of Music launched in 2017 to use the "power of music" to transform the lives of children, according to its website. Culturally



Harmony School of Music student Beyla Brown, 10, plays a song on the violin with fellow youth musicians during the Dr. Martin Luther King Jr. Day Celebration at St. Paul's United Methodist Church in Cedar Rapids on Jan. 16, 2023. Harmony School of Music will hold its annual Community Music Day this Saturday at the Cedar Rapids Public Library. (Savannah Blake/The Gazette)

IF YOU GO

- **What:** Community Music Day
- **Where:** Cedar Rapids Public Library, 450 Fifth Ave. SE, Cedar Rapids
- **When:** 10 a.m. to 3:30 p.m. Saturday
- **Cost:** Free
- **For more information:** harmonycr.org/cmd-2024

responsive teamwork is used as a conduit to build positive self-identity and resilience in children.

All of their programs are free to all students, with priority registration available to students who are traditionally underserved. They offer after-school classes for students 9- to 13-years-old.

For children and families, there will be a music class presented by the Orchestra Iowa School at 10 a.m. for kids up to preschool age. An "instrument petting zoo" provided by West Music is open from 10 a.m. to 2 p.m., for people to explore different instruments. Music crafts and activities also will be offered by Harmony School at this time.

A panel on music and mental health for people 12-years-old and older — moderated by Wilsee Kollie — will include

panelists Dr. Abbey Dvorak and Becca Kurtz, music therapists from the University of Iowa, and Pastor Keyeon Carter, lead pastor of Wellington Heights Community Church.

For people of all ages, the day will begin with a performance by Stephanie Michal-icek, a dramatic soprano and voice instructor at Mount Mercy University.

Cedar Rapids' Community Orchestrating ensemble will perform at 11 a.m., followed by a performance by the Never Dream Less Foundation at noon. The Never Dream Less Foundation is a nonprofit that encourages kids to have fun with team-building activities, dance, arts and crafts.

At 12:15 p.m., the Cedar Rapids Community Orchestra viola ensemble will perform. At 1 p.m., the Harmony School of Music will perform, followed by a 2 p.m. performance by the Symphonettes.

The day will conclude with a premier performance of "One Voice United," the first ever play-and singalong ensemble in Cedar Rapids that is open to everyone.

For more information about this event or to register for One Voice United, visit harmonycr.org/cmd-2024

Comments: (319) 398-8411; grace.king@thegazette.com



DEAR ABBY

Man's chronic joblessness creates doubt for the future

Dear Abby: I'm a 32-year-old woman who has been with my boyfriend, my first and only partner, for 11 years. Overall, our relationship is healthy. He's smart, kind, supportive, caring, loyal and funny. I can see us getting married and living a happy life together.

The problem is, aside from a few short-term gigs, he hasn't had a job for the last six years, when he left his office job to move with me for my career. I've done well. But although he has applied for many jobs, no one has hired him.

Last year, he developed a heart condition, and he can no longer perform physical labor. He also suffers from depression. So, I've been paying for nearly everything.

I want to progress in life and have an equal partner. We've discussed marriage, and I think he's "the one." But how long should I hold out hope of him finding a job? — Burdened in Florida

Dear Burdened: Has it occurred to you that the reason the man you love has been unable to find employment all this time may be connected to his depression?

It would benefit you both if he consulted a doctor and sought treatment for it.

Free and low-cost counseling is available through the county, as well as through colleges and universities with departments of psychology.

Please explore this before ending your relationship because it could be the solution to your problem.

Dear Abby is written by Abigail Van Buren, also known as Jeanne Phillips, and was founded by her mother, Pauline Phillips. Write Dear Abby at www.DearAbby.com or P.O. Box 69440, Los Angeles, CA 90069.

Answers: www.thegazette.com/puzzles

GAMES

ACROSS

1. Ski
6. Worker in stone
11. Pro bono ad
14. Short pause
15. Remotely operated aircraft
16. Georgia's capital: Abbr.
17. Ingredient for success: 2 wds.
19. Never-before-seen
20. Stopped
21. Born and
22. Thin battery type
23. Heart singer Wilson
24. Black Friday event
26. Delish
28. Allotted, with "out"
31. California's region
33. Picks up the check
34. Backspace
36. Have a conversation
38. Have a meal
39. Marshmallow treat
41. In the wool
43. Confidently state
45. Sharp part of a knife
48. Use a rotary phone
50. Baseball or badminton
52. Geeks
54. Computer programs, for short
56. Drink served with scones
57. Had for breakfast
58. Bring on board
60. Star-related
63. Bit of cricket equipment
64. 1977 film set at the fictional Faber College: 2 wds.
66. Fib
67. Prepare to be knighted
68. A high note: 2 wds.
69. Pipe bend shape
70. Orgs.
71. Representative

Created by Stella Zawistowski 2/27/24

DOWN

1. FBI sting
2. Groomed, as feathers
3. Took back
4. Often-pierced body parts
5. -ball (arcade game)
6. Some Drs.
7. Good for farming
8. Tart to the extreme
9. A single time
10. Pennyless
11. Country with a canal
12. Erotic
13. Every single time
18. NFL scores
25. Amusement
27. Maintenance
29. Left out in pronunciation
30. Refute
32. Tune before lights-out
35. Set up for a golf swing
37. Not as much

Monday's Puzzle Solved

B	L	M	V	O	T	E	D	H	A	L	A	L	A	L
R	U	E	A	V	O	I	D	A	L	I	B	I		
E	A	T	L	E	A	N	S	M	O	O	L	A		
D	U	E	L	E	R	S	S	I	N	N	E	R		
	O	A	T	T	A	C	K	L	E					
W	A	R	D	B	E	N	O	I	T	S	P	F		
A	R	I	D	I	R	O	N	O	S	K	A	R		
L	E	T	I	T	G	O	T	I	N	W	A	R	E	
S	N	E	E	R	V	E	E	P	A	T	M	S		
H	A	S	E	V	E	R	S	O	Y	E	A	H		
			S	E	E	N	A	T	F	E	B			
D	E	B	A	T	E	A	L	L	D	O	N	E		
A	T	R	I	A	G	E	N	O	A	A	O	L		
W	R	O	N	G	U	P	T	O	P	R	N	S		
N	E	E	T	S	T	A	S	K	S	D	E	E		

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40. Stick out
42. Personal journals
43. The Matterhorn, for one
44. Traitor's crime
45. Make possible
46. Particular
47. Hansel's sister
49. Cave dwellers
51. The "T" in "AGT"
53. "Hang loose" gesture
55. Actor Mineo
59. B&Bs
61. butter
62. Half a bar tool
65. Ice Bucket Challenge condition, for short

SUDOKU

Place the numbers 1 to 9 in the empty squares so that each row, each column and each 3x3 box contains the same number only once.

7		8		1	6			9	
				8	3			6	4
	2		4		5	7			
5	3			2	9	8			
	8	9		7	3				
2		7	5		8	3		6	
4	6	5	9	8	2				
	7								
9							6		8

Difficulty: ★★ 2/27

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JUMBLE

Unscramble these Jumbles, one letter to each square, to form four ordinary words.

ROYWR
OPLIS
TKELET
CLEFEE

Answer here:

THAT SCRAMBLED WORD GAME

By David L. Hoyt and Jeff Knurek

No one will ever know you're wearing a toupee. I won't ever tell. They better not!

THE FACT THAT SEAN CONNERY WORE A TOUPEE IN EVERY BOND FILM WAS MEANT TO BE ---

Now arrange the circled letters to form the surprise answer, as suggested by the above cartoon.

Answer tomorrow:

Yesterday's Jumbles: TEMPO FLUID OBJECT JERSEY
Answer: After successfully using cables to connect the batteries to start the car, they — JUMPED FOR JOY

CRYPTO-QUOTE BY IJD HZNBFTJJN

Crypto-Quote is a coded quotation, with each letter in the quotation represented by a code letter. To break the code, begin with single letter words, short words, and words with an apostrophe. As many clues as are needed may be found in Tom Underwood's coded name above.

IBXBLSYSJZ SY
YJDBIVSZE PJH RAABRF
JZ. PJH NJZ'I TRIUV SI.
— ZJBX UJTRFN

Yesterday's Answer
"Taking to pieces is the trade of those who cannot construct."
©2024/ 2-27 By Tom Underwood — Emerson

WUZZLES

WORD PUZZLES BY WOOD TOM

Each Wuzzle is a word riddle which creates a disguised word, phrase, name, place, saying, etc. For example, NOON GOOD = GOOD AFTERNOON

3 WUZZLES BOOKLETS
"The Best of Wuzzles" (\$4.00), "More of the Best of Wuzzles" (\$4.50), and "Wuzzles for Kids" (\$4.25) are available, postpaid, from Wuzzles, Box 1141, Cedar Rapids, IA 52406

1.
2.

Print Your Answers Here:

1.

2.

Today's Answers:

2. Giving up on himself
1. Apprising

Created by Tom Underwood
www.wuzzleking.com

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To: Monica Challenger, Finance Committee Chair
From: Dara Schmidt
Date: 2/22/2024
Subject: **January 2024** Financial Report

I have reviewed the January 2024 financial information for Library. Remember – the budget serves as the City’s financial and spending plan for the year. Regardless of how much money is available by fund – you must have expense budget to spend. When reviewing budget to actual, we assume:

- At least 1/12 of revenue will be received per month (58.3% thru January). Actual revenues are expected to meet or exceed budgeted amounts. Our department depends on these revenue streams to fund expenses.
- No more than 1/12 of discretionary, fleet, facilities, and fuel budget is spent per month (50% thru January since due to processing times, these expenses normally have a 1 month lag).
- For all other expenses, no more than 1/12 of the budget is spent per month (58.3% thru January).
- I used this as a guide to gauging concerns when reviewing your areas.

Here are highlights or concerns that you should be aware of, or that need addressed:

Operations – 151XXX:

- Total revenues are above target at \$512K or 63% of the \$819K budget.
- Total expenditures (excluding transfers out) are \$4.5M or 58% of the \$7.74M budget.
 - Overall expenditures are trending to spend on budget.
 - Personal Services are at \$3.3M or 57% of the \$5.8M budget (the budget includes reduction of \$135K for refresh).
 - Total discretionary expenses are high at \$614K or 74% of the \$827K budget.
 - Full fiscal year of Willis Dady Service Navigator costs have posted. - \$75K
 - IT annual costs for software maintenance also incurred in July (always a timing thing)
 - Other expenses are at \$605K or 56% of the \$1.1M budget.
 - Full fiscal year of Ladd Library rent has posted as well as unbudgeted cyber insurance premiums.
 - Facilities Maintenance has posted thru partial October activity & November for \$61K. October was a partial billing due to timing and additional final work order was created in December but is not yet posted to Library for \$16,101.
 - Energy Management has posted thru January activity for \$3,858.40.

Special Revenue – 7010XX(January analysis & FY 2024 Budget Amendment):

- Total revenues are above target at \$48K or 24% of the \$200K budget.
- Total expenditures (excluding transfers out) are \$154K or 26% of the \$582K budget.

CIP – 316XXX (January analysis & FY 2024 Budget Amendment):

- **Total expenditures (excluding transfers out) are \$483K or 8% of the \$6.2M budget.**
 - 316750 books – includes a transfer in of \$95,695 of older bonds needing to be spent. You can spend this down at any time but will need to amend the budget if you want to spend in FY 24. FY 25 bonds are reduced by this amount.

City of Cedar Rapids
 151 General Fund - Library
 2024-01-31

Account Name	Account	Prior Fiscal Year 2023 YTD Actuals	Current Fiscal Year 2024 Adjusted Budget	Current Fiscal Year 2024 YTD Actuals	Favorable (Unfavorable) Variance	Percent of Budget Received Spent	Current Month 2024 Actuals	
Revenue								
Taxes								
Total Taxes		-	-	-	-	0%	-	
Intergovernmental Revenue								
Federal Operating	421001	10,800.86	-	-	-	0%	-	
State Operating	422001	101,964.62	115,000.00	101,472.58	(13,527.42)	88%	-	
Local Govt Grants and Reimb	423000	216,918.60	275,000.00	199,278.31	(75,721.69)	72%	1,707.36	area agencies included in Metro Library
Total Intergovernmental Revenue		329,684.08	390,000.00	300,750.89	(89,249.11)	77%	1,707.36	
Other Revenue								
Printing & Duplicating of Form	431006	3,829.30	25,000.00	17,349.33	(7,650.67)	69%	2,313.30	
Dept Charges-External to City	431012	104,451.32	259,792.00	116,678.19	(143,113.81)	45%	19,691.92	
Library User Fees - Not Fines	431201	5,185.01	10,600.00	18,227.66	7,627.66	172%	7,222.95	
Vending Sales	431301	33.29	-	-	-	0%	-	
Building Rental	461001	20,495.90	43,455.00	22,352.40	(21,102.60)	51%	2,257.20	
Postage / Handling	471001	-	-	7.00	7.00	0%	-	
Contributions & Donations	471002	63,689.70	70,000.00	22,085.82	(47,914.18)	32%	-	
Sale of Inventory	471003	656.55	2,000.00	204.33	(1,795.67)	10%	23.00	
Damage Recoveries	471004	-	-	25.00	25.00	0%	-	
Other Miscellaneous Revenue	471005	-	3,500.00	75.00	(3,425.00)	2%	-	
Cash Over (Under)	471007	-	-	(8.12)	(8.12)	0%	2.34	
Total Other Revenue		198,341.07	414,347.00	196,996.61	(217,350.39)	48%	31,510.71	
Proceeds of Long Term Liabilities								
Total Proceeds of Long Term Liabilities		-	-	-	-	0%	-	
Transfers In								
Operating Transfer In - Inter	483001	11,000.00	14,718.96	14,718.96	-	100%	14,718.96	
Total Transfers In		11,000.00	14,718.96	14,718.96	-	100%	14,718.96	
Total Revenue		539,025.15	819,065.96	512,466.46	(306,599.50)	63%	47,937.03	
Expenditures								
Personal Services								
Regular Employees	511100	2,263,751.75	4,185,204.00	2,414,591.80	1,770,612.20	58%	338,785.51	overall refresh (\$135K) already included in budget
Temporary/Seasonal Employees	511200	4,053.00	43,368.40	7,759.50	35,608.90	18%	-	
Overtime	511300	35,150.86	114,773.40	41,824.93	72,948.47	36%	2,215.30	
Other Special Pays	511400	32,709.60	33,848.00	15,085.84	18,762.16	45%	-	
Group Insurance	512100	301,037.59	645,012.00	375,448.16	269,563.84	58%	59,375.59	
Social Security Contributions	512200	169,324.90	332,680.00	179,541.01	153,138.99	54%	23,023.42	
Retirement Contribution	512300	212,293.14	411,141.00	227,031.15	184,109.85	55%	29,407.41	
Unemployment Compensation	512400	6,218.00	-	-	-	0%	-	
Workers' Compensation	512500	79,260.17	71,149.00	40,963.93	30,185.07	58%	5,368.78	
Other Employee Benefits	512600	3,750.48	2,783.00	5,191.73	(2,408.73)	187%	2,502.40	
Total Personal Services		3,107,549.49	5,839,958.80	3,307,438.05	2,532,520.75	57%	460,678.41	
Discretionary Expenses								
Advertising & Marketing	521100	7,106.41	5,000.00	8,380.87	(3,380.87)	168%	-	
Consulting & Technical Service	521104	-	10,000.00	-	10,000.00	0%	-	
External Contracted Labor	521105	102,827.98	105,466.00	102,432.56	3,033.44	97%	4,562.74	
Health Services	521106	224.20	-	300.90	(300.90)	-100%	50.15	
Legal Services	521107	-	-	11,161.18	(11,161.18)	-100%	1,984.00	
Other Professional Services	521108	6,393.00	10,523.63	872.27	9,651.36	8%	300.27	
External Banking/Financial Fee	521109	11,969.29	15,700.00	9,861.90	5,838.10	63%	2,101.50	
Security Services	521110	-	5,000.00	-	5,000.00	0%	-	
Computer Hardware	522100	31,080.28	35,000.00	36,905.88	(1,905.88)	105%	-	
Computer Software Maintenance	522101	157,029.65	222,220.00	173,983.07	48,236.93	78%	3,700.96	
IT Services - External	522102	34,073.02	75,500.00	21,819.52	53,680.48	29%	4,029.94	
Building & Grounds Services	522104	7,645.20	15,000.00	6,269.47	8,730.53	42%	4,422.50	
Equip/Furniture/Fixtures Serv	522105	-	9,000.00	495.00	8,505.00	6%	-	
Vehicles & Rolling Equip Serv	522106	29.95	-	-	-	0%	-	
Phone Services	523107	17,501.50	35,950.00	17,455.71	18,494.29	49%	2,499.92	
Rental of Equip & Vehicles	524101	-	500.00	4,288.45	(3,788.45)	858%	3,341.25	
Printing, Binding, & Duplicate	525102	8,465.71	15,950.00	6,792.11	9,157.89	43%	-	
Awards & Recognition	531102	8.50	250.00	-	250.00	0%	-	
Books & Subscriptions	531103	123,687.74	109,171.80	131,751.08	(22,579.28)	121%	767.56	
Cleaning & Janitorial Supplies	531105	-	1,250.00	46.94	1,203.06	4%	11.99	
Computer Supplies	531106	507.06	5,000.00	1,306.30	3,693.70	26%	52.83	
Equipment/Furniture/Fixtures	531109	12,013.53	11,500.00	4,250.24	7,249.76	37%	932.44	
Photography Supplies	531110	-	300.00	-	300.00	0%	-	
Miscellaneous Supplies	531114	-	2,000.00	-	2,000.00	0%	-	
Office Supplies	531116	7,366.80	15,320.00	9,313.33	6,006.67	61%	2,145.35	
Paint Supplies	531117	-	-	31.64	(31.64)	-100%	31.64	
Shop Supplies	531118	18,270.31	37,000.00	19,898.53	17,101.47	54%	1,885.35	
Shop Supplies	531119	-	250.00	747.41	(497.41)	299%	739.42	
Sign & Signal Supplies	531120	2,071.31	-	113.78	(113.78)	-100%	-	

City of Cedar Rapids
 151 General Fund - Library
 2024-01-31

Account Name	Account	Prior	Current	Current	Favorable (Unfavorable) Variance	Percent of Budget Received Spent	Current
		Fiscal Year 2023 YTD Actuals	Fiscal Year 2024 Adjusted Budget	Fiscal Year 2024 YTD Actuals			Month 2024 Actuals
Uniforms	531123	1,196.98	694.00	-	694.00	0%	-
Personal Protective Gear	531124	1,941.25	-	396.65	(396.65)	-100%	167.28
Building & Grounds Supplies	533100	7,968.64	34,241.28	11,877.64	22,363.64	35%	-
Equip/Furniture/Fixtures Parts	533101	570.00	-	85.21	(85.21)	-100%	85.21
Conferences, Training, Travel	542102	30,223.03	23,200.00	16,169.04	7,030.96	70%	4,582.58
Dues & Memberships	542103	5,740.50	10,000.00	2,564.50	7,435.50	26%	1,261.00
Licensing Fees	542106	60.00	-	30.00	(30.00)	-100%	-
Postage & Freight	542108	2,800.63	13,500.00	4,150.03	9,349.97	31%	1,125.26
Mileage Reimbursement	542111	710.68	3,000.00	882.80	2,117.20	29%	89.43
Admin Charges - Inter Departments	521114	225.00	-	225.00	(225.00)	-100%	-
Chemical Supplies - Non-Snow & Ice	531104	-	-	-	-	0%	-
Facility Services - Non-routine	522107	-	-	8,764.08	(8,764.08)	-100%	-
Fleet Services - Abnormal Maintenance	522108	-	-	-	-	0%	-
Fleet Services - Non-Safety Modifications	522108	-	-	-	-	0%	-
Fleet Services - Accidents	522108	-	-	-	-	0%	-
Total Discretionary Expenses		599,708.15	827,486.71	613,623.09	213,863.62	74%	40,870.57
Other Expenses							
City Accounting Services	521113	45,208.31	85,500.00	49,875.00	35,625.00	58%	7,125.00
City Information Tech Services	522109	3,429.02	6,172.25	3,600.45	2,571.80	58%	514.35
Electricity	523100	119,637.44	243,800.00	142,385.99	101,414.01	58%	37,018.93
Natural Gas	523103	2,758.66	4,500.00	1,611.00	2,889.00	36%	1,277.22
Rental of Land & Buildings	524100	235,122.14	249,000.00	233,126.54	15,873.46	94%	17.00
Liability Insurance	525104	26,393.83	44,822.00	28,722.51	16,099.49	64%	3,735.17
Property Insurance	525107	58,397.50	135,928.00	79,291.31	56,636.69	58%	11,327.33
Vehicle Insurance	525108	700.00	1,300.00	758.31	541.69	58%	108.33
Gasoline Fuel	532101	88.31	498.58	107.64	390.94	22%	(4.86)
City Inter Department Charges	521114	-	-	-	-	0%	-
Chemical Supplies - Snow & Ice	531104	-	-	-	-	0%	-
Facility Services (Routine)	522107	101,541.30	300,614.42	64,669.59	235,944.83	22%	7,503.11
Fleet Services (Routine)	522108	243.91	600.00	431.81	168.19	72%	-
Total Other Expenses		593,520.42	1,072,735.25	604,580.15	468,155.10	56%	68,621.58
Capital Outlay							
Vehicles, Equipment, Software	554000	1,285.00	-	-	-	0%	-
Total Capital Outlay		1,285.00	-	-	-	0%	-
Debt Service							
Total Debt Service		-	-	-	-	0%	-
Transfers Out							
Total Transfers Out		-	-	-	-	0%	-
Total Expenditures		4,302,063.06	7,740,180.76	4,525,641.29	3,214,539.47	58%	570,170.56
Net Revenues over/(under) Expenditures		(3,763,037.91)	(6,921,114.80)	(4,013,174.83)	2,907,939.97		(522,233.53)

full FY of Ladd rent/cam posted, parking thru June actuals includes Cyber Ins Premium of 1,035

missing Oct, Dec & Jan Fleet maint for Aug only

BOARD OF SUPERVISORS
District 1 | **Kirsten Running-Marquardt**
District 2 | **Ben Rogers**
District 3 | **Louis J. Zumbach**

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



January 31, 2024

Cedar Rapids Public Library
Attn: Library Board President
450 5th Avenue SE
Cedar Rapids, IA 52401

Re: Library Services Contract

Dear Library Board President,

Enclosed are two (2) original, unsigned Library Services Contracts between Linn County, and the Cedar Rapids Public Library Board of Trustees.

Paragraph 3 of the Contract lists the amount of funding approved by the Board of Supervisors for library services provided by the Cedar Rapids Public Library to residents of unincorporated Linn County.

Please complete the following steps to receive payment:

- Present the Contract to the Library Board of Trustees for approval.
- Sign and date both original contracts.
- Return one original signed contract to the Board of Supervisors office.
- Keep one original signed contract for your records.

Upon receipt of your signed contract, the County will process the payment for the entire amount listed in Paragraph 3 of the Contract.

Please do not hesitate to contact our office if you have any questions.

Sincerely,


Kirsten Running-Marquardt, Chair
Linn County Board of Supervisors

Enclosures

LIBRARY SERVICES CONTRACT

THIS AGREEMENT is entered into by and between Linn County, Iowa ("County") and the Cedar Rapids Public Library Board of Trustees ("Library") under the following terms and conditions hereby mutually agreed upon by the parties:

1. This Agreement is made pursuant to Iowa Code Chapter 336.
2. Library agrees to provide library services to all Linn County residents living outside of incorporated cities on the same terms and conditions, including fees, as it provides library services to residents living within the corporate boundaries of Cedar Rapids, Iowa.
3. County agrees to contribute an amount not to exceed \$80,225.29 to Library for library services.
4. Library shall not use the County's contribution to reduce the library's funding level from the City of Cedar Rapids, nor shall the contribution by the County, or any portion thereof, be used to provide services or purchase materials or equipment to be accessed solely by residents living within the corporate boundaries of Cedar Rapids, Iowa. A violation of this paragraph will be considered cause for termination of this Agreement.
5. The contribution by County for library services as set out in Paragraph 3 shall not exceed one-half of the amount contributed by the City of Cedar Rapids for the same period. County may require Library to provide a report of its annual budget, purchases, and expenditures as well as a summary of services provided before disbursement by County of any installment. Noncompliance with the terms of this paragraph may affect the amount of the contribution set out in paragraph 3 and may be considered cause for termination of this Agreement.
6. Pursuant to Iowa Code Section 336.19, this Agreement may be terminated at any time by mutual consent of the contracting parties or in any other manner provided by law.
7. Each party to this Agreement represents and warrants to the other that:
 - a. It has the right, power, and authority to enter into and perform its obligations under this Agreement.
 - b. It has taken all requisite action (corporate, statutory, or otherwise) to approve the execution, delivery, and performance of the terms and conditions of this Agreement, and this Agreement constitutes a legal, valid, and binding obligation upon itself and in accordance with its terms and conditions.

IN WITNESS WHEREOF, the parties hereto have hereunto affixed their signatures.

LINN COUNTY
BOARD OF SUPERVISORS

CEDAR RAPIDS PUBLIC LIBRARY
BOARD OF TRUSTEES

By: Krista Ry-Margund
Chairperson

By: _____
President

Date: 1-31-24

Date: _____

Confidentiality of Library Records

It is the policy of the Cedar Rapids Public Library not to release information that would reveal the identity of a library patron who checked out or used certain materials or services or requested an item of information from the library.

No individual except authorized library staff shall have access to circulation or patron records other than his or her own without the cardholder's consent.

The library interprets possession of a card or card number as consent to use it unless it has been reported lost or stolen, or there is reason to believe that consent has not been given.

Library accounts for which a bill has been sent may be revealed to parents or guardians of minor children, a collection agency, or law enforcement personnel.

Confidentiality extends to information sought or received and materials consulted, borrowed, or acquired and include Internet and electronic resource search records; reference interviews and transactions, circulation records, interlibrary loan records, and other personally identifiable uses of library materials, equipment or services.

Contact information for community displays and meeting room use is provided by the user and considered public information.

Persons attending library programs or public meetings may be videotaped or photographed as an audience member. These images may be used for library programming or promotion, including broadcast on the library's website, the Internet, and other media.

The library cannot guarantee the confidentiality of information sought or received, or materials consulted or borrowed from third-party digital services to which we provide access.

At no time will the Library Director, who serves as custodian of the records, release protected records except if a request is submitted in writing and accompanied by an order from the court as outlined in Chapter 22.7 of the Iowa Code

Adopted: 09/26/91

Revised: 10/29/92, 12/02/99, 08/05, 11/2015, 6/2019, 7/7/2022

Reviewed: 2013, 3/7/2024

Programming and Partnership Policy

The Library supports its mission of connecting people to information, experiences, and services that enhance their quality of life so our community can learn, enjoy, and thrive by developing and presenting programs that provide additional opportunities for information, learning, and entertainment.

Programming is an integral component of library service that:

- Expands the Library's role as a community resource
- Provides opportunities for lifelong learning
- Introduces people to Library resources
- Provides entertainment
- Expands the visibility of the library
- Encourages participation in civic life

Ultimate responsibility for programming at the Library rests with the Library Director, who administers under the authority of the Board of Trustees. The Library Director, in turn, delegates the authority for program management to the Programming ~~Manger~~Manager, who oversees this responsibility through the Programming Team and designated staff.

The Programming Team utilizes Library staff expertise, collections, services, technology, and facilities in developing and delivering programming. The Library's staff use the following criteria in making decisions about program topics, speakers, and accompanying resources:

- Alignment with library mission, vision, values and strategic goals
- Community needs and interests
- Availability of program space
- Treatment of content for intended audience
- Presentation quality
- Presenter background/qualifications in content area
- Budget
- Historical or educational significance
- Connection to other community programs, exhibitions or events
- Relation to Library collections, resources, exhibits and programs

In addition, the Library draws upon other community resources in developing programs and actively partners with other community agencies, organizations, educational and cultural institutions, ~~or~~and individuals to develop and present co-sponsored public programs. Professional performers and presenters that reflect specialized or unique expertise may be hired for Library programs; performers and presenters will not be excluded from consideration because of their origin, background, or views, or because of possible controversy. Library staff who present programs do so as part of their regular job and are not hired as outside contractors for programming.

When considering a partnering-partnership with an organization or individual for a program or service, the Library will first look to partners in the service area and will prioritize library resources and commitment based on the information below:

Partnership Consideration Filter

	Access	Strategic Fit	Level of Impact	Quality of Service	Brand	Capacity
1	Minimal improvement in reach to target population; provided other places in the City; difficult to scale for relevant population	Weak alignment with strategic priorities	Minimal impact on patron experience	Unknown, mixed or questionable record of service to participants and past partners	Possibly negative press; partner strength is uncertain	Requires us to develop skills that are not relevant or devote resources we don't have
2	Some improvement in reach to target population	Some alignment with strategic priorities; has defined goals	Some impact on patron experience	Promising record of success; have heard some good things from past partner	Uncertain or no effect on brand; stable partner	Free to patrons but no identified funding, space, staff available
3	Reaches target population who would otherwise not receive the service	Promising record of success; have heard some good things from past partner	Noticeable improvement in patron experience	Significant record of success; multiple good references from past partners	Likely positive press or other attention; strong partner	Free to patrons and funding, space, staff identified
4	Reaches hard to reach population (e.g. homeless, at-risk teens); significant demand and not provided elsewhere in City; scale is possible for relevant population	Ideal fit; cuts across multiple priorities; goals are aligned	Will transform patron experience in relevant area	Outstanding track record of success documented by experts; past partners rave about experience	Articles written about it or a topic at conferences that position CRPL as a leader in the library field	Free to patrons and CRPL has time, funding, staff, space & desire to devote those to partnership

All Library programs are open to the public. The Library's philosophy of open access to information and ideas extends to Library programming, and the library does not knowingly discriminate through its programming. Library sponsorship of a program does not constitute an endorsement of the content of the program or the views expressed by participants. Program topics, speakers and resources are not excluded from programs because of possible controversy.

Registration may be required for planning purposes or when space is limited. Programs may be held on site at any Library building or off site through community partners and outreach. Any sales of products at Library programs must be approved by the Library ~~and benefit the Library~~. Programs are not used for commercial, religious, or partisan purposes or the solicitation of business.

External organizations or individuals partnering with the Library on programs must coordinate marketing efforts with the Library's Community Relations Department.

Adopted: 9/2/2021

Revised: 3/7/2024

The Library's Message: A Value Statement

At the Cedar Rapids Public Library, we believe that library advocacy starts with authentic, consistent, and credible communication with our community.

The Library Director is the official spokesperson for the library with the privilege and obligation of representing the library through speaking engagements and media communications. The Library Director may delegate this responsibility to the library's Community Relations Manager and administrative staff to further the mission and effectiveness of the library.

Adopted: 03/03/2011

Reviewed: 2013, 6/6/2019, 1/6/2022, 3/7/2024

Revised: 10/2015

**Westside Library Recognition
Opportunities 3.1.24**

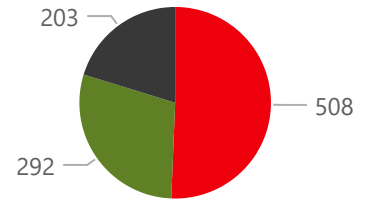
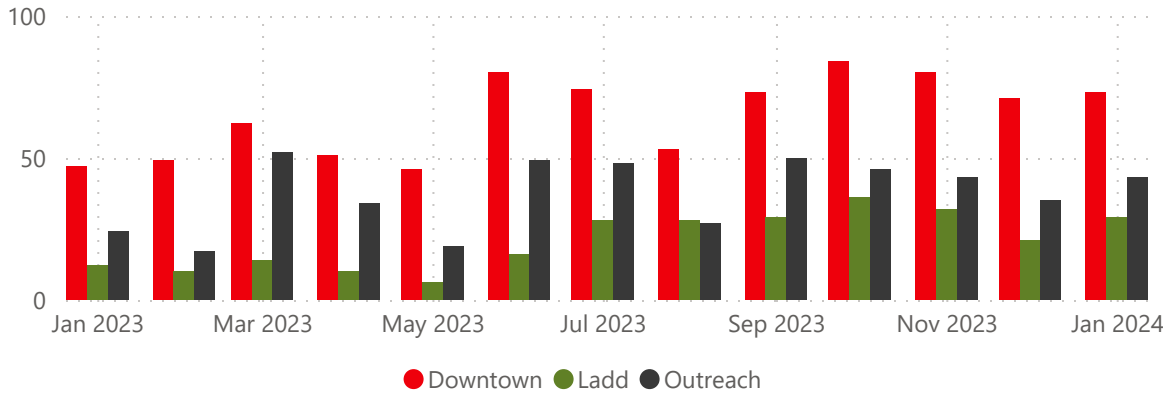
Adult Adjustable Changing Station
Adult Fiction Area
Adult Non-Fiction Area
Adult Staff Desk
Adult Print/Copy Station

Adult Public Computers

Adult Collection Area
Adult Outdoor Courtyard
Art Gallery
Bike Racks (2)
Book Return Window
Central Lobby Staff Desk (2)
Children's Collection
Children's Staff Desk
Children's Computer Area
Children's Outdoor Courtyard
Children's Program Room
Children's Library Area
Community Room Kitchenette
Community Room A/B or All
Collaborative City Park
Community Welcome Center
Courtyard Seating (4)
Drive-Up Window
Entrance Vestibule (East)
Entrance Vestibule (West)
Flagpole
Friends Book Nook
Holds Pick-Up Area
Large Conference Room
Mother's Room
Opportunity Center
Opportunity Center Offices (4)
Entrance Patios (2)
Reading Room
Self-Checks (3)
Wellness Room
Sorter Room

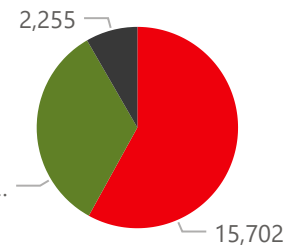
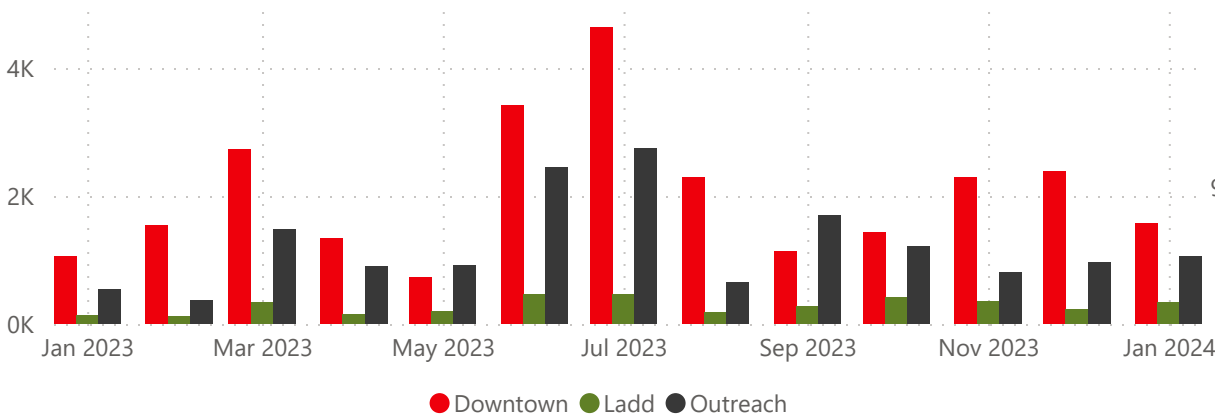
Staff Breakroom
Staff Open Office
Staff Offices (2)
Staff Teaming Room
Small Study Rooms (4)
Large Study Rooms (7)
Young Adult Area
Young Adult Staff Desk

Programs



1,003

of Programs



27,067

of Attendees

The Programming department had a busy month, continuing to focus on the programs and events that occur on a regular basis, and working to continuously improve how those programs serve the community. While presenting February programs, the team was also hard at work preparing for Spring programs, and planning Summer programs – all at the same time! It’s a busy time of year, but one that this team handles expertly.

The Opportunity Center continues to improve and streamline processes, learning how to help more people on a regular basis, and finding new and creative ways to reach those most in need of service. Classes and workshops continue to expand, and more people discover the benefits of the Opportunity Center every week.

A woman with a young boy stopped me in the Commons to ask where the LEGO and KEVA Plank Club was being held. She was reading an OPEN+ magazine and exclaimed, "I don't think I've been into a library since I was a kid, but we're so excited for the LEGO club. And I'm just reading about all the other great things you are doing." She put down the magazine to walk toward the Children's area, and when I told her she could take a copy with her, she beamed and said thank you.

I loved hearing about how our programming is bringing people into the library and also how our marketing will help keep them coming back. - Alison Gowans, Content Writer

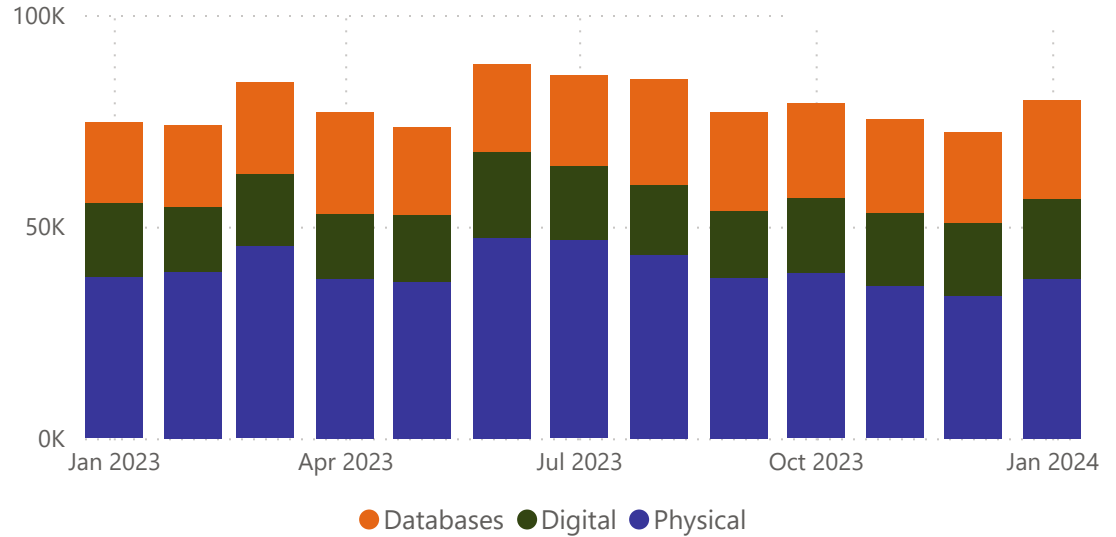
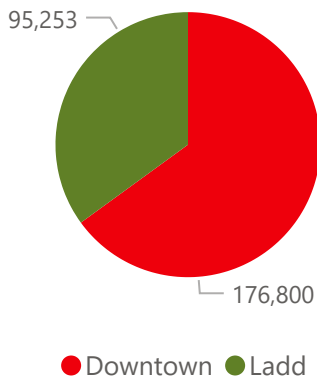
One of our Books By Delivery volunteers shared how much she's enjoying delivering materials to the patron she's been connected with.

"She is a sweet lady. I listen as she talks about her books, her neighborhood, her family, and her week. It's a relaxing time of my week. She told me that she enjoys our visits and getting the books delivered to her in person. She says, 'That Michele - she always finds me the best books - ones I've never even heard about and even old books, too.' She talks about Michele like they're dear friends." – Jessica Link, Volunteer Coordinator

Borrowing & Collections

158,435 Databases 121,083 Digital 272,053 Physical 2,918 Technology 554,489 Total

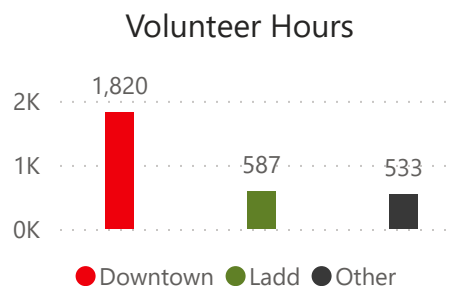
Physical Circulation, by Location



The Materials team has been busy at the start of the spring publishing season. Winter is typically very quiet in publishing with a boom of new titles releasing in late February into March. Demand is currently enormous for fantasy/romances dubbed "Romantasy" due to titles going viral on social media. Materials Librarian Kristy has been working on building the Spark Kit collection to fill up the larger space reserved for them on the second floor. Since the new section was created, a large percentage are checked out at any given time. We've recently added pickleball, Pilates, and needle felting kits. One of our most popular kits is a small single page laminator that often has a holds list on it, so we've added additional laminators to meet the need.

Volunteers

2,940 Total Hours



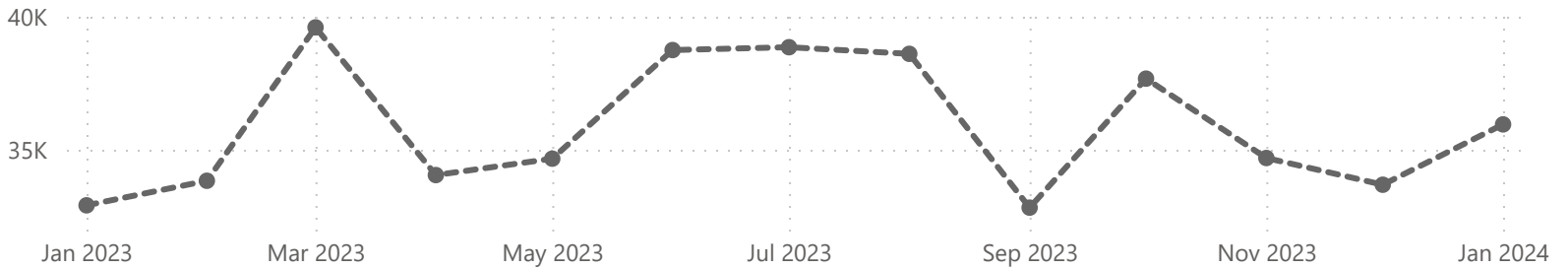
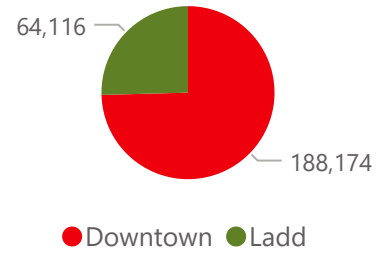
This February, we welcomed Ashley Burns to the team. Ashley is the Administrative Assistant for Volunteer Services and the Foundation. Prior to joining the Library, Ashley was with Mercy Medical Center and served on several local, state, and national election campaigns. She is also active in the community with Junior League, ImpactCR, and Leadership for Five Seasons. We are pleased to have Ashley join our team in support of the volunteers, donors, and advocates who are committed to championing the Library.

Volunteer Hours in January 2024: 422 hours

Visits

252,290

Physical Visits



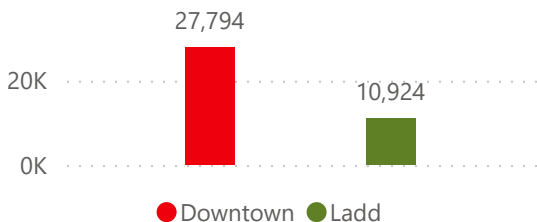
Public Service Manager, Todd Simonson, was selected to participate in the IMLS-funded program, "Building Public Library Capacity for Serving High-Needs Patrons". This pilot project is funded through the State of Iowa Library and the goal is to build a training for staff and management in dealing with patrons who come from vulnerable populations. The pilot program will run through March.

I was chatting with my hairdresser, and she told me, "Everyone I know is reading these days! All my friends, and all the other women here at the salon! And I just got a Kindle for Christmas - so what do I do next so I can join them?" I told her how to sign up for a library card and about the different apps she could use with it. She said she'd be in soon to get a card, and she would bring her Kindle with her in case she had any questions about how to start using Libby. Then we spent the rest of the haircut chatting about different genres and popular books.

It was just a moment out in the world, but it made me smile to hear her say that reading is the newly popular activity amongst the women that she knows, and to see her get excited about joining the library. - Alison Gowans, Content Writer

Technology Access

PC Uses



97,005

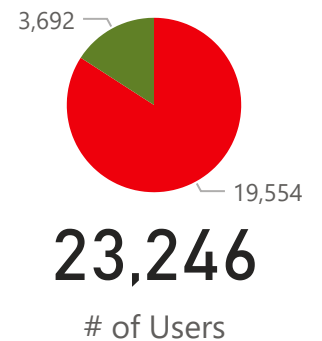
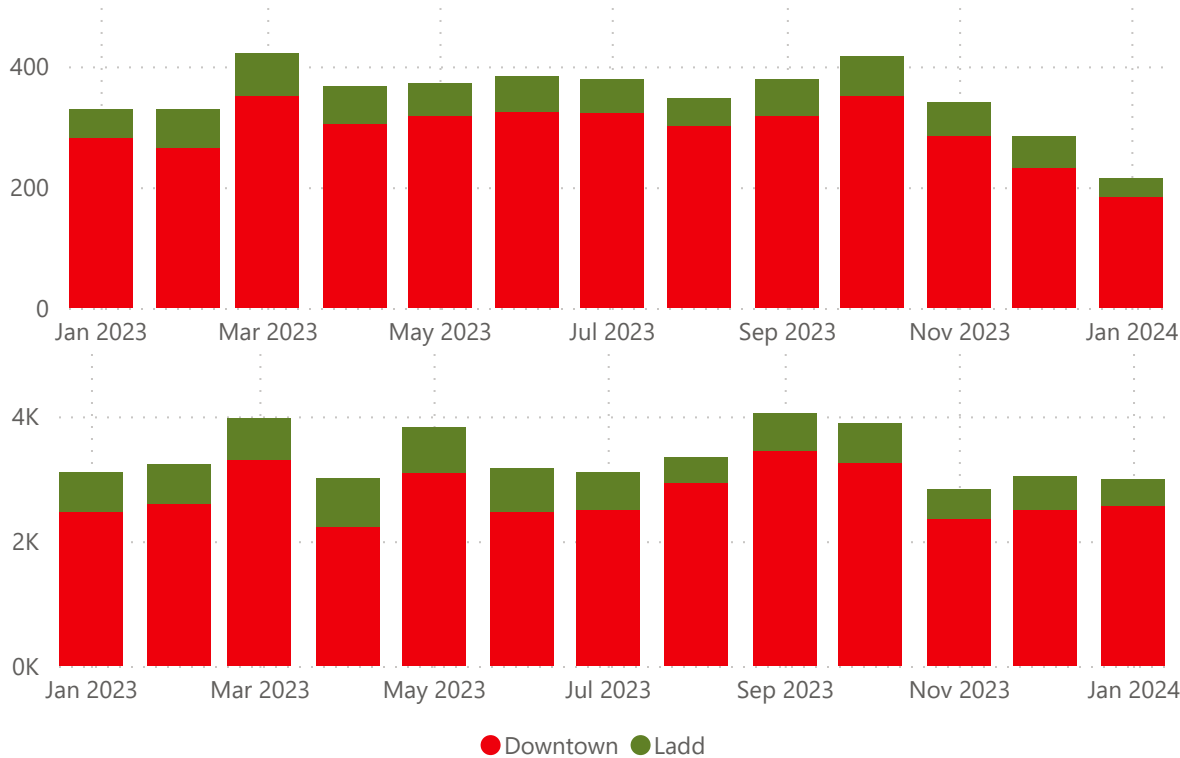
Virtual Visits

59,954

WiFi Sessions

The Technology Solutions team has been working through retention policy implementation plans. The team has been coordinating with City of Cedar Rapids IT department to align retention policies for email and Microsoft Teams. Retention policies save space and simplify processes for public information requests. The team is continuing to install new staff computers and is primarily working through staff stations in the offices. Public work stations have been updated and are working well.

Meeting Room Use



Despite the weather, patrons turned out for meeting room reservations in the month of January: approximately 214 events that brought an estimated 2,994 people to the Library. There were slightly fewer celebrations or parties and a broad and diverse use of rooms all the same. People gathered for play groups, DnD Campaigns, coloring groups and Scrabble groups, support groups and Cub Scout meetings which would provide some much-needed connection during the cold winter.

This month also proved to be an important place for civic engagement and learning as the Cedar Rapids Police Department held a fraud awareness workshop. The NAACP hosted a film viewing. Students from City View High School, who have attended class at the library, hosted a Trans Youth Rights Panel that was open to the public and filled the room. Cedar Rapids Community School District held their Magnet School Fair Downtown and UNI's TRIO Program continues to host informational meetings and educational opportunities at both branches.

Community Relations has been busy preparing for the upcoming summer reading challenge, including developing new design elements and making plans for specific targeted marketing opportunities. We are working with our friends in Programming to ensure they have all the resources they need for spring programs as well. This includes posting all library programs on external calendars, for example, which is a tedious but very necessary process. We are also monitoring the happenings in Des Moines to ensure we are staying up to date on advocacy needs. We have been very busy the first part of this legislative session, and will continue to keep our advocates updated as needed.

February wrapped up the last two learning sessions of the YPN early literacy partnership with library. The final session will be held at the library, where families will receive books and take a tour of the library. For many of the foreign language speaking families, this is one of the first times they step foot into a library. It's a great opportunity to connect them with resources and ensure they feel comfortable.



Contract Cover Sheet

<u>CONTRACT INFORMATION</u>	
Requesting/Managing Department	Cedar Rapids Public Library
Preparing Department	Purchasing Services
Contract Name	Westside Library Commissioning Services
Contractor Name	SystemWorks LLC
Estimated Amount	\$69,760
Funding Source(s)	18522-316200
Contract Number/RFP/RFB/RFQ Number	PUR0224-200
City Council Resolution Number	n/a
CIP / DID Number (On Base # - City Clerk)	PUR0224-200
Term of Contract	February 29, 2024 – February 28, 2026
Type	Firm Fixed Price
Summary	Contract for commissioning services for the Westside Library for LEED certification.
<u>CONTRACT PERSONNEL</u>	
Requestor's Name	Dara Schmidt
Contract Administrator	Jessica Wilson
Project Manager	Dara Schmidt
Department Director	Dara Schmidt
AP Specialist Assigned	Amanda Bolton



CONTRACT FOR WESTSIDE LIBRARY COMMISSIONING SERVICES

BETWEEN
THE CITY OF CEDAR RAPIDS
AND
SYSTEMWORKS LLC

CONTRACT NUMBER
PUR0224-200

Prepared by
City of Cedar Rapids
Finance Department - Purchasing Services Division

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A	SCOPE OF WORK	
B	CONTRACTOR INSURANCE REQUIREMENTS AND DOCUMENTS	

Contract #PUR0224-200

This agreement, hereinafter referred to as "Contract", is by and between SystemWorks LLC, hereinafter called "Contractor" and the City of Cedar Rapids, Iowa, hereinafter called "City" and is to be effective on the date it is executed by the City as shown herein below. Both Parties may be referred individually as "Party" and jointly as "Parties".

The Contractor and the City, in consideration of the mutual covenants, promises and agreements herein contained, agree as follows:

1.0 GENERAL CONTRACT

- 1.1 In accordance with the provisions and conditions of this Contract, Contractor hereby freely enters into this Contract for the purpose of providing Work to the City and to be compensated for the Work. Execution of this Contract by the Contractor and the City constitutes written authorization to the Contractor to proceed with the Scope of Work contained herein.
- 1.2 Special terms and conditions specific to this Contract are found in Attachment A, SCOPE OF WORK.

2.0 DEFINITIONS

- 2.1 "Project" shall be the City description of the essence of what is being accomplished through the performance of this Contract. Project shall be the same as what is used in the RFB, RFP, or RFQ documents for this Contract.
- 2.2 "Work" shall mean all necessary labor, transportation, equipment, materials, apparatus, information, data and other items necessary to accomplish the Scope of Work as defined in this Contract in Section 4.0 and Attachment A, SCOPE OF WORK.
- 2.3 "Documents" shall mean drawings, design plans, specifications, photos, reports, information, observations, calculations, notes, electronic media, survey notes, special studies, personnel information, and any other records or reports, accounting records, data or information, in any form, prepared, collected, or received by Contractor, or its Subcontractors, if any, in connection with any or all of the Work associated with this Contract.
- 2.4 "Subcontractor" shall mean any person or entity retained by the Contractor as an independent Contractor to provide a portion of the core Work required for completion of the Work specified in this Contract.
- 2.5 "Contract Number" shall be a unique number used by the City as reference for this Contract.

3.0 TERM OF CONTRACT

- 3.1 The initial term of the Contract shall commence on February 29, 2024 and shall end on February 28, 2026.
- 3.2 The Contract may be extended by written mutual agreement by the City and the Contractor.

4.0 SCOPE OF WORK

- 4.1 The Contractor shall, at its sole cost and expense, provide, perform and complete all Work in full compliance with and as required by or pursuant to this Contract and as defined in Attachment A, SCOPE OF WORK, which is attached and made a part hereof.
- 4.2 The Contractor shall not commence or perform any Work outside the Scope of Work or change the Scope of Work until authorized in writing by the City Manager, as documented in Section 28.0 of this Contract. No changes to the Scope of Work shall be valid unless made in writing and agreed to by both the City and the Contractor and documented as an amendment to this Contract.
- 4.3 The City reserves the right to make changes to the Scope of Work to be provided which are within the Project.

5.0 CITY'S RESPONSIBILITIES

City's responsibilities for this Project are included in Attachment A, SCOPE OF WORK.

6.0 COMPENSATION FOR WORK

- 6.1 The City shall compensate the Contractor for the Scope of Work performed under this contract as described in Attachment A. Compensation shall be a firm-fixed price of \$69,760, invoiced monthly based on percentage of project completed.
- 6.2 Only allocable expenses and Work performed on or after the execution date of this Contract shall be eligible for compensation.

- 6.3 Actual travel time to and from the work location is not reimbursable under this contract.
- 6.4 Surcharges (i.e. fuel surcharges, restocking) shall NOT be allowed to be added to invoices as an additional line item.
- 6.5 No price escalation will be allowed during the term of this Contract.

7.0 INVOICE PROCEDURE AND PAYMENT TERMS

7.1 Invoice Procedure

7.1.1 Invoices should be submitted within thirty (30) days after the Work is completed.

7.1.2 All invoices and supporting documentation shall be submitted at the intervals as agreed upon:

In a PDF format via e-mail to: accountspayable@cedar-rapids.org or

Via US mail to: City of Cedar Rapids Finance Department – Accounts Payable
101 First Street SE, PO Box 2148
Cedar Rapids, IA 52406-2148

7.1.3 As a minimum, Contractor invoices shall include the following information:

- Contractor name and address
- Date of Work
- City PO number
- Description of items and/or Work
- The total amount being invoiced
- The Project Number / Contract Number (#PUR0224-200)

7.1.4 The City of Cedar Rapids is exempt from sales tax and certain other use taxes. Any charges for taxes from which the City is exempt will be deducted from invoices before payment is made. The Cedar Rapids Tax ID number is 42-6004336.

7.2 Payment Terms

7.2.1 Payment terms for Work authorized under this Contract shall be net forty-five (45) days, less any applicable retainage, upon receipt of an acceptable original invoice, as noted in Section 7.1.2, and after Work is provided and accepted and all required invoice support documentation is received in a format acceptable to the City.

7.2.2 All payments due hereunder shall be paid in U.S. Dollars.

7.2.3 The City may withhold payment per Section 12.0 of this Contract.

8.0 TREATMENT OF DOCUMENTS

8.1 Ownership

All documents and other materials prepared by the Contractor in connection with this project are the City's sole property in which the Contractor has no proprietary or other rights or interests. All reports, documents, information, and any materials or equipment furnished to the Contractor by the City shall remain the sole property of the City. Nothing written in this paragraph, however, will be interpreted to forbid the Contractor from retaining a single copy of information for its files.

8.2 Confidentiality

Any individual subcontracted or employed by the Contractor with authorized access to personnel information documents, if any, is given access to use any personnel information in the documents solely for the purpose of performing the Work of the Contract and must not divulge this information to anyone without a need to know. Confidentiality of personnel information contained in the documents shall survive the completion or termination of the Contract subject to applicable state statutes.

8.3 Disposal

If at any time during the performance of the Contract or following completion or termination of the Contract, Contractor and/or its subcontractors chooses to dispose of documents, disposal of documents shall:

- a) comply with any retention requirements of the agreement, and
- b) be in a manner such that documents or information in the documents is unable to be read, interpreted, reproduced, copied or duplicated in any fashion.

8.4 Access/Retention

During the term of the Contract or following completion or termination of the Contract the Contractor and its Subcontractors, if any, shall maintain all accounting records and other documentation generated in performing the Work under the Contract.

The City or any duly authorized representative of the City shall have access to all such information for the purpose of inspection, audit and copying during normal business hours. All such information shall be retained for five (5) years from the date of final payment and after all other pending matters under the Contract are closed.

This access shall be made available to the City or duly authorized agent and shall be considered incidental to the Scope of Work contained herein. As such, there shall be no additional compensation allowed the Contractor for maintaining this information and allowing the herein described access.

9.0 **AUDITS**

9.1 The City shall be allowed to audit the Contractor's records prior to considering an amendment to the Contract, Schedule, or Scope of Work.

9.2 If Project is funded in any way utilizing Federal Funds the Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract and as may be conducted in accordance with provisions of the Office of Management and Budget Circular A-133 (Audit of States, Local Government and Non-Profit Organizations).

10.0 **INDEPENDENT CONTRACTOR**

Both Parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one Party shall not be deemed or construed to be the employees or agents of the other Party for any purposes whatsoever.

11.0 **TERMINATION**

11.1 Termination of Award for Convenience

The City may terminate the Contract at any time by giving written notice to the Contractor of such termination and specifying the effective date thereof, at least thirty (30) calendar days before the effective date of such termination. In that event, all finished or unfinished Work, reports, materials(s) prepared or furnished by the Contractor under this Contract shall, at the option of the City, become its property. If the Contract is terminated by the City as provided herein, the Contractor shall be paid for all Work which has been authorized, provided, and approved up to the effective date of termination. The City will not be subject to any termination fees from the Contractor.

11.2 Default and Termination for Cause

If through any cause, the Contractor shall fail to fulfill in a timely and proper manner its obligations or if the Contractor shall violate any of the terms or conditions of this Contract, the City shall thereupon have the right to terminate the Contract by giving written notice to the Contractor of such termination and specifying the effective date of termination. In that event, and as of the time notice is given by the City, all completed Work, documents, and delivered materials shall, at the option of the City, become its property, and the Contractor shall be entitled to receive compensation for any satisfactory Work completed, and delivered Materials. Notwithstanding the above, the Contractor shall not be relieved of liability to the City for damage sustained by the City by virtue of breach of the Contract by the Contractor and the City may withhold any payments to the Contractor for the purpose of set off until such time as the exact amount of damages due the City are determined.

11.3 Termination Notices

Termination notices sent hereunder shall be sent via mail that requires receipt acknowledgment, or by email or facsimile with first-class mail backup to Contractor and to City at their respective addresses and to the primary city contact listed Section 32.0 of this Contract or to such other address/person as the Parties shall provide.

12.0 **CITY'S RIGHT TO WITHHOLD**

12.1 Notwithstanding any other provision of this Contract and without prejudice to any of City's other rights or remedies, the City shall have the right at any time or times, whether before or after approval of any pay request, to deduct and withhold from any payment that may be or become due under this Contract such amount as may reasonably appear necessary to compensate City for any actual or prospective loss due to:

- a) Work that is defective, inaccurate, flawed, unsuitable, nonconforming or incomplete due to negligence of the Contractor;
- b) Damage for which Contractor is liable under this Contract;
- c) Valid liens or claims of lien;
- d) Valid claims of Subcontractors or other persons;
- e) Delay in the progress or completion of the Work;
- f) Inability of Contractor to complete the Work;
- g) Failure of Contractor to properly complete or document any pay request or invoice;
- h) Any other failure of Contractor to perform any of its obligations under this Contract; or
- i) The cost to City, including attorneys' fees and administrative costs, of correcting any of the aforesaid matters or exercising any one or more of City's remedies set forth in this Contract.

12.2 The City shall be entitled to retain any and all amounts withheld until the Contractor shall have either performed the obligations in question or furnished security for such performance satisfactory to the City. The City shall be entitled to apply any money withheld or any other money due Contractor under this Contract to reimburse itself for any and all costs, expenses, losses, damages, liabilities, suits, judgments, awards, attorneys' fees, and administrative expenses incurred, suffered, or sustained by the City and chargeable to the Contractor under this Contract.

13.0 INSURANCE

13.1 Prior to the start of the Work, and at all times during the term of the Work and this Contract, and any extensions thereof, the Contractor shall purchase, at its own expense, and maintain insurance with companies in good standing and acceptable to the City. Such insurance will protect the Contractor from liability and claims for injuries and damages which may arise out of or result from the Contractor's operations under this Contract and for which the Contractor may be liable, whether such operations are by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable.

13.2 For the protection of the Contractor and the City, but without restricting or waiving any obligations of the Contractor herein contained, the Contractor shall insure the risks associated with the Work and this Contract with minimum coverages and limits as set forth in Attachment B, INSURANCE REQUIREMENTS AND DOCUMENTS.

14.0 CONTROLLING LAW

This Contract shall be governed, interpreted and enforced in accordance with all applicable federal, State of Iowa, and local laws, ordinances, licenses and regulations of a governmental body having jurisdiction and shall apply to the Contract throughout, as the case may be. The Contractor certifies that in performing this Contract they will comply with all applicable provisions of the federal, state, and local laws, regulations, rules, and orders.

15.0 REGULATORY AGENCY COMPLIANCE

Compliance with laws and regulations set forth by regulatory agencies is required. These agencies include, but are not limited to, OSHA – Occupational Safety & Health Agency, EPA – Environmental Protection Agency, ICC – Interstate Commerce Commission, DNR – Department of Natural Resources, and DOT – Department of Transportation. The City of Cedar Rapids expects that Contractors will offer expertise on conformance of regulations applying to the products they sell and the work they perform.

16.0 FORCE MAJEURE

Force majeure shall be any of the following events: acts of God or the public enemy; compliance with any order, rule, regulation, decree, or request of any governmental authority or agency or person purporting to act therefore; acts of war, public disorder, rebellion, terrorism, or sabotage; floods, hurricanes, or other storms; strikes or labor disputes; or any other cause, whether or not of the class or kind specifically named or referred to herein, not within the reasonable control of the Party affected. A delay in or failure of performance of either Party shall not constitute a default hereunder nor be the basis for, or give rise to, any claim for damages, if and to the extent such delay or failure is caused by force majeure. The Party who is prevented from performing by force majeure shall be obligated, within a period not to exceed fourteen (14) days after the occurrence or detection of any such event, to give notice to the other Party setting forth in reasonable detail the nature thereof and the anticipated extent of the delay, and shall remedy such cause as soon as reasonably possible, as mutually agreed between the Parties.

17.0 DISPUTES

- 17.1 Should any disputes arise with respect to this Contract, the Parties agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- 17.2 The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute and the City shall continue to make payment for all Work properly performed. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed Work, without delay, any additional costs incurred by the City or the Contractor as a result of such failure to proceed shall be borne by the Contractor.
- 17.3 The unintentional delayed payment by the City to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Contractor to stop or delay Work according to Attachment A, SCOPE OF WORK.

18.0 INDEMNIFICATION

The Contractor shall, and hereby agrees to, protect, defend, indemnify and hold harmless the City of Cedar Rapids, its officers and employees from any and all claims, settlements, judgments, and damages of every kind and nature made, to include all costs associated with the investigation and defense of any claim, rendered or incurred by or on behalf of the City, its officers, and employees, that may arise, occur, or grow out of any errors, omissions, or acts, done by the Contractor, its employees, Subcontractors or any independent Contractors working under the direction of either the Contractor or Subcontractor in the performance of this Contract.

19.0 WARRANTIES

19.1 Warranties - Work

- 19.1.1 The Contractor shall perform Work for the City pertaining to the Project as set forth in this Contract.
- 19.1.2 Contractor represents that the Work and all of its components shall be free of defects; shall be performed in a manner consistent with other Contractors in a similar industry and application; and shall conform to the requirements of this Contract.
- 19.1.3 Contractor shall be responsible for the quality, technical accuracy, completeness and coordination of all Work done under this Contract. Contractor shall, promptly and without charge, provide all corrective Work necessary as a result of Contractor's acts, errors, or omissions with respect to the quality and accuracy of the Work.
- 19.1.4 Contractor shall be responsible for any and all damages to property or persons as a result of Contractor's acts, errors, or omissions, and for any losses or costs to repair or remedy any Work undertaken by City based upon the Work as a result of any such acts, errors, or omissions.
- 19.1.5 Contractor's obligations shall exist without regard to, and shall not be construed to be waived by, the availability or unavailability of any insurance, either of City or Contractor.

19.2 Warranties – Intellectual Property

Contractor represents and warrants that all the materials, goods and services produced, or provided to the City pursuant to the terms of this Contract shall be wholly original with the Contractor or that the Contractor has secured all applicable interests, rights, licenses, permits or other intellectual property rights in such materials, goods and services. The Contractor represents and warrants that the materials, goods and services, and the City's use of same, and the exercise by the City of the rights granted by the Contract shall not infringe upon any other work or violate the rights of publicity or privacy of, or constitute a libel or slander against, any person, firm, or corporation. Contractor further represents and warrants that the materials and work do not infringe upon the copyright, trademark, trade name, trade dress patent, statutory, common law or any other rights of any person, firm or corporation or other entity. The Contractor represents and warrants that it is the owner of or otherwise has the right to use and distribute the goods and Work contemplated by this Contract.

20.0 GENERAL TERMS

- 20.1 For projects equal to or greater than \$50,000 Section 4.03 of the Cedar Rapids Municipal Code requires that no Contract shall be deemed to be created or exist unless and until the City Council has adopted a resolution to award the project and to authorize the City Manager to sign the Contract.
- 20.2 The Contractor hereby certifies, pursuant to 2 CFR pt. 180 and 2 CFR pt. 3000, that neither it nor its principles are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from

participation in the Contract by any federal agency. The Contractor further certifies that it is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in any contracts with the City of Cedar Rapids or the State of Iowa.

20.3 All Attachments referred to in this Contract are hereby incorporated herein by this reference.

20.4 The invalidity or unenforceability of any particular provision(s) of this Contract shall not affect the other provisions hereof, and this Contract shall be construed in all respects as if such invalid or unenforceable provision was omitted, and this Contract shall remain in full force and effect.

21.0 ENTIRE CONTRACT

This Contract and its Attachments contain the entire agreement and understanding by and between the parties with respect to the subject matter hereof, and no representations, promises, agreements, or understandings, written or oral, not herein contained shall be of any force or effect. No change or modification hereof shall be valid or binding unless the same is in writing and signed by the Party against whom such waiver is sought to be enforced.

22.0 ASSIGNMENT

22.1 The City and the Contractor each is hereby bound and the partners, successors, executors, administrators and legal representatives of the City and the Contractor are hereby bound to the other Party to this Contract and to the partners, successors, executors, administrators and legal representatives (and said assigns) of such other Party, in respect of all covenants, agreements and obligations of this Contract.

22.2 Any assignment or attempt at assignment made without prior written consent of the City shall be void.

23.0 SUBCONTRACTING

23.1 The Work relating to this Contract, or any portion thereof, unless documented in this Contract, may not be subcontracted without the prior written approval by the City Manager in the form of a Contract amendment, as documented in Section 28.0 of this Contract.

23.2 Requests to add Subcontractors shall be in writing and shall name the Work to be performed, the organization which will perform the Work, and the value of the Work to be performed and shall only be added by written amendment to this Contract.

23.3 Subcontractors which are shown as part of this Contract shall be deemed to be approved when this Contract is executed.

23.4 Subcontractors shall meet and be held to all of the terms and conditions of this Contract by the Contractor.

24.0 NON-DISCRIMINATION AND EQUAL OPPORTUNITY

All Contractors, Subcontractors and Vendors that engage in contracts with the City of Cedar Rapids, Iowa agree as follows:

24.1 The Contractors, Subcontractors and Vendors will not discriminate against any employee or applicant for employment because of race, sex, color, creed, ancestry, national origin, marital status, families with children, religion, age, disability, sexual orientation, gender identity, genetic information, status with regard to public assistance, status as a veteran or any classification protected by federal, state, or local law, (Protected Classes) except where age and sex are essential bona fide occupational requirements, or where disability is a bona fide occupational disqualification. Such action shall include, but not be limited to the following: (a) Employment, (b) Upgrading, (c) Demotion or transfer, (d) Recruitment and advertising, (e) Layoff or termination, (f) Rate of pay or other forms of compensation, and (g) Selection for training, including apprenticeship.

24.2 The Contractor, Subcontractor and Vendor further assures that managers and employees comply with both the spirit and intent of federal, state, and local legislation, government regulation, and executive orders in providing affirmative action as well as equal opportunity without regard to the protected classes, as stated above.

24.3 The Contractor, Subcontractor and Vendor will include, or incorporate by reference, the provisions of the nondiscrimination clause in every contract or subcontract unless exempt by the rules, regulations or orders of the City's Affirmative Action Program and will provide in every contract or subcontract that said provision will be binding upon each Contractor, Subcontractor and Vendor.

25.0 ADA COMPLIANCE

- 25.1. The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101 et seq.) and applicable Federal regulations under the Act <https://www.law.cornell.edu/uscode/text/42/12101>.
- 25.2. Bids for design, construction, programs, policies and concessions of any type shall comply with the 2010 Standards for Accessible Design, the ADA title II regulation - <https://www.ada.gov/regs2010/2010ADASTandards/2010ADASTandards.htm>, Section 504 of the 1973 Rehabilitation Act <https://www.ada.gov/cguide.htm#anchor65610>, and similar statutes and regulations prohibiting discrimination on the basis of disability.
- 25.3. The Contractor shall ensure that its websites and all online services, including those websites or online services provided by third parties upon which Cedar Rapids relies to provide services or content, comply with, at minimum, Web Content Accessibility Guidelines - WCAG 2.0 AA.
- 25.4. It is the responsibility of the Contractor to understand and implement the Accessible Design specifications indicated above (Article 26.1 and 26.2) into all applicable construction projects, including being aware of and making considerations for expected field or manufacturing tolerances, as stated in article 104.1.1 of the 2010 ADA Standards for Accessible Design. Further, the Contractor shall be responsible to make the construction workers aware of the specifications and tolerances in projects that involve ADA design items. Any subsequent inspection of installations of facilities or construction that results in failure to meet the Accessible Design parameters, these items shall be removed and replaced at the expense of the Contractor.
- 25.5. Required Adherence to 2010 ADA Standards for Accessible Design:

All work completed on any City of Cedar Rapids project will require strict adherence to the 2010 ADA Standards for Accessible Design. All aspects of the ADA codes for accessibility compliance will be monitored, audited and will require acceptance from the City of Cedar Rapids' ADA Accessibility Team via field audit, verification and documentation prior to any work being accepted or eligible for payment. Notice should be provided to the ADA Accessibility Team no less than two weeks prior to expected substantial completion so field audits can be scheduled and performed in a timely fashion. Failure to schedule these audits by the Contractor may result in delays in verifications and payment for completed work. Requests for audits should be directed to ADA-Audit-Request@cedar-rapids.org. After the audit is completed, the Contractor shall receive written notification of any failures requiring correction or a letter stating that the project is acceptable, whichever may apply. All ADA compliance work will be audited using a 2' (2 foot long) electronic inclinometer (2' electronic level) only. No other instrument will be an acceptable tool for measurement of slope on a City of Cedar Rapids Construction Project. ADA compliance requirements provide no construction tolerance whatsoever outside of that which is contained within the specification's allowable tolerances. (i.e.: For cross slope in an accessible route, the maximum slope allowed is 2.083% slope. The tolerance in this example is 0-2.083% and nothing more. 2.1% would constitute failure in this scenario.)

26.0 NON-COLLUSION STATEMENT

- 26.1 Neither the Contractor, nor anyone in the employment of the Contractor, has employed any person to solicit or procure this Contract nor will the Contractor make any payment or agreement for payment of any compensation in connection with this Contract.
- 26.2 There is no contract, agreement or arrangement, either oral or written, expressed or implied, contemplating any division of compensation for Work rendered under this Contract, or participation therein, directly or indirectly, by any other person, firm or corporation, except as documented in this Contract.
- 26.3 Neither the Contractor, nor anyone in the employment of the Contractor, has either directly or indirectly entered into any agreement, participated in any collusion or otherwise taken any action in restraint of free competitive procurement in connection with this Contract.

27.0 CONFLICT OF INTEREST

Contractor represents, warrants, and covenants that no relationship exists or will exist during the Contract period between the Contractor and the City that is a conflict of interest. No employee, officer or agent of the Contractor or sub-contractor shall participate in the selection or in the award or administration of a subcontract if a conflict of interest, real or apparent, exists. The provisions of Iowa Code ch. 68B shall apply to this Contract. If a conflict of interest is proven to the City, the City may terminate the Contract, and Contractor shall be liable for any excess

costs to the City as a result of the conflict of interest. The Contractor shall establish safeguards to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by the desire for private gain for themselves or others with whom they have family, business, or other ties. The Contractor shall report any potential, real, or apparent conflict of interest to the City.

28.0 CONTRACT AMENDMENTS

- 28.1 No alteration, change, or modification of the Scope of Work, Schedule, or any of the terms or conditions of this Contract shall be valid unless made by written amendment.
- 28.2 This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract and signed by the City Manager.
- 28.3 The Contractor shall not commence any Work not included in the Scope of Work or change the schedule until authorized in writing by the City Manager in the form of a Contract amendment.
- 28.4 The Contractor shall not exceed the maximum fees, as noted in Section 6.0, without a prior written request to the City Purchasing Agent and authorization by written amendment to this Contract, including a change to the Scope of Work. The written request shall include documentation and justification for such request including a detailed cost and schedule impact to the Project.
- 28.5 Contractor shall make no claim for additional compensation in the absence of a written contract amendment to this Contract.

29.0 CLOSEOUT OF AGREEMENT

Upon completion of the Work included in this Contract, the Contractor shall submit the following:

- All documents requested by the City
- A final invoice

30.0 SURVIVAL

All express representations and indemnifications made in or given in this Contract will survive the completion of all Work of the Contractor under this Contract or the termination of this Contract for any reason subject to applicable state statutes.

31.0 SEVERABILITY

Any provision or part of this Contract held to be void or unenforceable under any law or regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the City and the Contractor, who agree that the Contract shall be amended to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

32.0 PRIMARY CONTACTS

City – Contract Administrator:		Contractor – Contract Administrator:	
Jessica Wilson		Andrew Bennett	
City of Cedar Rapids, Iowa		SystemWorks LLC	
101 First Street SE		409 5 th Street	
Cedar Rapids, Iowa 52401		West Des Moines, Iowa 50265	
Phone	(319) 286-5068	Phone	(515) 975-0575
E-Mail	j.wilson@cedar-rapids.org	E-Mail	Andrew.Bennett@systemworksllc.com
City – Project Manager:		Contractor – Project Manager:	
Dara Schmidt – Cedar Rapids Public Library		Andrew Bennett	
City of Cedar Rapids, Iowa		SystemWorks LLC	
450 5 th Avenue SE		409 5 th Street	
Cedar Rapids, Iowa 52401		West Des Moines, Iowa 50265	
Phone	(319) 739-0401	Phone	(515) 975-0575
E-Mail	schmidtd@crlibrary.org	E-Mail	Andrew.Bennett@systemworksllc.com

33.0 EXECUTION BY COUNTERPARTS AND ELECTRONIC SIGNATURES

This Agreement may be executed in any number of counterparts as the case may be, each of which shall be deemed a duplicate original and which together shall constitute one and the same instrument. In addition, the parties agree that this Agreement may be executed by electronic, pdf or facsimile signatures by any party and such signature will be deemed binding for all purposes hereof without delivery of an original signature being thereafter required.

IN WITNESS WHEREOF, the Parties have caused this Contract to be executed and do each hereby warrant and represent that their respective signatory, whose signature appears below, has been and is on the date of the Contract duly authorized by all necessary and appropriate corporate action to execute this Contract.

CEDAR RAPIDS PUBLIC LIBRARY

SYSTEMWORKS LLC

Authorized Signature Date

Authorized Signature Date

Printed Name

Printed Name Date

Title

Title Date

ATTACHMENT A – SCOPE OF WORK

Whenever used in this Contract the following terms shall have the meaning given as follows: City shall mean the City of Cedar Rapids, Iowa. Contractor acting as the Commissioning Authority (CxA) shall mean SystemWorks LLC. The City's Project Manager shall mean Dara Schmidt, Library Director, who is the designated coordinator and administrator for the Work under this project.

The Contractor shall, at its sole cost and expense, provide, perform and complete in the manner described and specified in this Contract all necessary work, labor, services, transportation, equipment, materials, apparatus, information, data and other items necessary to accomplish the Project as defined below, in accordance with the Scope of Work (hereinafter "Work"). The Work will also include procuring and furnishing all approvals and authorizations, permits, and certificates and policies of insurance as specified herein necessary to complete the Project.

1.0 Scope of Work

- 1.1. CxA is a third-party commissioning firm as required by the LEED v4 rating system.
- 1.2. CxA shall refer to www.usgbc.org for descriptions of v4 requirements.
- 1.3. CxA shall provide the following commissioning services, at minimum, for the contract:
 - a) Base – Fundamental commissioning for LEED v4 prerequisite:
 - CxA shall develop commissioning specifications detailing the roles and responsibilities and activities required to commission the facility.
 - CxA shall review the owner's project requirements (OPR), basis of design (BOD), and project design.
 - CxA shall develop a commissioning plan and submit it to the City at the outset of the project.
 - CxA shall confirm incorporation of Commissioning plan requirements into the construction documents.
 - CxA shall develop construction checklists and distribute where necessary.
 - CxA shall develop specific equipment and system functional performance test procedures.
 - CxA shall verify equipment and system test execution.
 - CxA shall maintain an issues and benefits log throughout the commissioning process.
 - CxA shall submit an electronic final commissioning report to the City at the end of the commissioning process.
- 1.4. The City has the option to request the following commissioning services be performed and added to the Contract, at the firm fixed pricing indicated in 1.4e, below. These services shall be added to the Contract by written amendment:
 - a) Add 1 – Enhanced commissioning for LEED v4 credit.
 - CxA shall verify inclusion of systems manual requirements in construction documents.
 - CxA shall verify inclusion of operator and occupant training requirements in construction documents.
 - CxA shall verify systems manual updates and delivery.
 - CxA shall verify operator and occupant delivery and effectiveness.
 - CxA shall verify seasonal testing at each cooling and heating cycle for an 18-month period after formal and final acceptance by owner.
 - CxA shall review building operations 10 months after substantial completion.
 - CxA shall verify the delivery of complete system requirements in associated Building Automation System to the owner.
 - CxA shall develop an on-going commissioning plan.
 - CxA shall include all enhanced commissioning tasks in the OPR and BOD.
 - b) Add 2 – Envelope commissioning for LEED v4 credit.
 - c) Add 3 – Photovoltaic array commissioning (approximately 440kW).
 - d) Add 4 – Monitoring based enhanced commissioning for LEED v4 credit.

e) Firm Fixed Pricing for additional commissioning options:

Description	Firm Fixed Price
Add 1 – Enhanced commissioning for LEED v4 credit for the Westside Library.	\$7,955.00
Add 2 – Envelope commissioning for LEED v4 credit for the Westside Library.	\$47,700.00
Add 3 – Photovoltaic array commissioning for the Westside Library.	\$4,300.00
Add 4 – Monitoring based enhanced commissioning for LEED v4 credit for the Westside Library.	\$16,930.00

1.5. CxA shall document all findings and recommendations, and report directly to the City throughout the process.

1.6. CxA shall compile and submit a Current Facilities Requirements and Operations and Maintenance Plan that contains the information necessary to operate the building efficiently. The plan must include the following:

- a) A sequence of operations for the building.
- b) The building occupancy schedule.
- c) Equipment run-time schedules
- d) Setpoints for all HVAC equipment.
- e) Set lighting levels throughout the building.
- f) Minimum outside air requirements.
- g) Any changes in schedules or setpoints for different seasons, days of the week, and times of day.
- h) A systems narrative describing the mechanical and electrical systems and equipment.
- i) A preventive maintenance plan for building equipment described in the systems narrative.
- j) A commissioning program that includes periodic commissioning requirements, ongoing commissioning tasks, and continuous tasks for critical facilities.

1.7. Base systems to be commissioned, are the following:

- a) Two 15 HP geothermal pumps.
- b) Two 10 HP chilled water pumps.
- c) Two 10 HP hot water pumps.
- d) Two hydronic unit heaters.
- e) Nineteen hydronic reheat VAVs.
- f) Thirty-one fan powered VAVs with hot water reheat.
- g) One CRAC unit, approximately 4 tons.
- h) One ERU with total energy recovery wheel and supply and exhaust fan arrays.
- i) One AHU for underfloor supply. Approximately 22,000 CFM, chilled water coil, hot water coil, supply fan array.
- j) One AHU for VAV system. Approximately 12,000 CFM, chilled water coil, hot water coil, supply fan array.
- k) One mini split system.
- l) Two terminal heat pumps.
- m) Two hydronic unit heaters.
- n) Three (3) four-pipe fan coil units.
- o) One modular central heat pump-chiller. Five modules with actuated isolation valves between each section.
- p) One water-water heat exchanger for economizer control.
- q) One central heat pump water heater and circulation pump.
- r) Lighting control system.
- s) HVAC and plumbing control system.
- t) Electrical service and distribution.

1.8. The project timeline is as follows:

Description	Dates
Construction documents preparation and release	February 29, 2024 – May 3, 2024
Construction	August 1, 2024 – December 31, 2025
LEED Documentation	January 2, 2026 – February 28, 2026

ATTACHMENT B – INSURANCE REQUIREMENTS AND DOCUMENTS

Section I – Basic Insurance Requirements

Contractor, at its own expense, shall procure and maintain during the life of this Contract, the following insurance so as to cover all risk which shall arise directly or indirectly from Contractor's obligations and activities.

General Liability Insurance Contractor shall carry the most recently approved ISO Commercial General Liability Insurance policy, or its equivalent, written on an occurrence-basis, with limits not less than \$1,000,000 per occurrence/ \$2,000,000 general aggregate for Bodily Injury and Property Damage, including the following coverages:

- Premises and Operations Coverage
- Contractual Liability
- Products and Completed Operations Coverage
- Broad Form Property Damage Liability
- Personal Injury Liability

Automobile Liability Insurance with a combined single limit of at least \$1,000,000 per occurrence for bodily injury and property damage. Coverage shall include all owned, hired, and non-owned motor vehicles used in the performance of this contract by the Contractor or its employees.

Workers Compensation and Employers Liability Insurance meeting the relevant Workers Compensation Statutes.

Professional Liability Insurance with limits of at least \$1,000,000 per occurrence covering all services provided by the Contractor, its employees, or independent contractors. If the coverage(s) provided herein is written on a claims made policy form, the certificate of insurance must clearly state coverage is claims made and coverage must remain in effect for at least two years after final payment with the Contractor continuing to furnish the City certificates of insurance as proof of coverage.

REQUIRED THREE (3) ENDORSEMENTS are to be added to the General Liability Policy. Copies of the endorsements are to be produced with the certificate.

1. Additional Insured Endorsement:

Except for Workers' Compensation and Professional Liability, the policies shall include the City Additional Insured Endorsement of: The City of Cedar Rapids, Iowa, including all its elected and appointed officials, all its employees and volunteers, all its boards, commissions and/or authorities and their board members, employees, and volunteers, are included as additional insureds with respect to liability arising out of the Insured's work and/or services performed for the City of Cedar Rapids, Iowa. This coverage shall be primary to the additional insureds, and not contributing with any other insurance or similar protection available to the additional insureds, whether available coverage be primary, contributing, or excess.

2. Non-Waiver of Governmental Immunities Endorsement (Iowa):

- Non-waiver of Government Immunity** The insurance carrier expressly agrees and states that the purchase of this policy and the including of the City of Cedar Rapids, Iowa as an Additional Insured does not waive any of the defenses of governmental immunity available to the City of Cedar Rapids, Iowa under Code of Iowa Section 670.4 as it now exists and as It may be amended from time to time.
- Claims Coverage** The insurance carrier further agrees that this policy of insurance shall cover only those claims not subject to the defense of governmental immunity under the Code of Iowa Section 670.4 as it now exists and as may be amended from time to time.
- Assertion of Government Immunity** The City of Cedar Rapids, Iowa shall be responsible for asserting any defense of governmental immunity, and may do so at any time and shall do so upon the timely written request of the insurance carrier. Nothing contained in this endorsement shall prevent the carrier from asserting the defense of governmental immunity on behalf of the City of Cedar Rapids, Iowa.
- Non-Denial of Coverage** The insurance carrier shall not deny coverage under this policy and the insurance carrier shall not deny any of the rights and benefits accruing to the City of Cedar Rapids, Iowa under this policy for reasons of governmental immunity unless and until a court of competent jurisdiction has ruled in favor of the defense(s) of governmental immunity asserted by the City of Cedar Rapids, Iowa.
- No Other Change in Policy** The insurance carrier and the City of Cedar Rapids, Iowa agree that the above preservation of governmental immunities shall not otherwise change or alter the coverage available under the policy.

3. Cancellation and Material Changes Endorsement

Thirty (30) days Advance Written Notice of Cancellation, Non-Renewal, Reduction in insurance coverage and/or limits and ten (10) days written notice of non-payment of premium shall be sent to:

City of Cedar Rapids
Finance Department – Purchasing Services Division
101 First Street SE
Cedar Rapids IA 52401

(Please note that the City does accept a signed letter on the agent’s letterhead, from the insured’s insurance agent, confirming that the agent will provide notice as indicated above.)

Section II – Conditions of Contract

The Contractor is required to purchase and maintain insurance coverage to protect the Contractor and City of Cedar Rapids throughout the duration of this Contract as enumerated above in the minimum limits above written and the requirement shall be a part of the Contract. Failure on the part of the Contractor to maintain this insurance in full effect will be treated as a failure on the part of the Contractor to comply with these requirements and be considered sufficient cause to suspend the work, withhold payment(s), and/or be disqualified in the future.

The insurance policies shall be issued by insurers authorized to do business in the State of Iowa and currently having an A.M. Best Rating of “B+” or better. All policies shall be occurrence form. If Professional Liability coverage is written on a claims made policy form, the certificate of insurance must clearly state coverage is claims made and coverage must remain in effect for at least two years after final payment with the Contractor continuing to furnish the CITY certificates of insurance.

The Contractor shall be responsible for deductibles and self-insured retentions in the Contractor’s insurance policies.

The Contractor is required to give the City notice of any change in coverage, specifically, any reduction in coverage and cancellation of coverage no less than thirty (30) days prior to the effective date of any non-renewal or cancellation of any policies required by the Contract.

The City intends to be an Additional Insured with coverage being primary and not contributing with any other insurance or similar protection available to the City whether any other coverage is primary, contributing or excess.

In the case of any work sublet, the Contractor shall require subcontractors and independent contractors working under the direction of either the Contractor or a subcontractor to carry and maintain the same workers compensation and liability insurance required of the Contractor.

Section III – Contract Approval

A Certificate of Insurance is required evidencing all required insurance coverage as provided above with any required endorsements attached so as to evidence their inclusion in the coverage. The Certificate of Insurance is due before the Contract can be approved. The following format is required:

List Westside Library Commissioning Report, RFB #PUR0224-200, as the Scope of Work the certificate covers in the Description of Operations section.

The following address must appear in the Certificate Holder section:

City of Cedar Rapids
Finance Department – Purchasing Services Division
101 First Street SE
Cedar Rapids IA 52401

The Producer’s contact person’s name, phone number and e-mail address is required.

Certificates shall be sent by e-mail to insurance@cedar-rapids.org.

