

August 16, 2016

Woodbury County Board of Supervisors
401 8th Street
Sioux City, IA 51101

RE: Agreement for Professional Services
RE: Woodbury County Law Enforcement Center Optimization Plan

AGREEMENT

THIS AGREEMENT is made this 16th day of August, 2016, by and between the **Woodury County, Iowa** of 401 8th St., Sioux City, Iowa 51101 (hereinafter referred to as "County") and **CMBA Architects** of 302 Jones St, Suite 200, Sioux City, Iowa 51101 (hereinafter referred to as "Contractor"). CMBA Architects will also utilize **Goldberg Group Architects** of 805 North 36th Street, St. Joseph, Missouri 64506 as a sub-contractor.

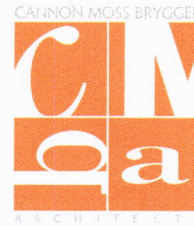
WHEREAS, County requires Facility Analysis & Optimization Plan for its Law Enforcement Center, including the following specific areas for consideration: existing space usage, compliance with applicable jail standards, opportunities for functional improvements, increased storage, staff efficiency and adaptive re-use of available First- and Second –floor space, and

WHEREAS, Contractor is an architectural and planning firm with experience in conducting feasibility studies, Master Planning and architectural design for Detention Facilities.

In consideration of the mutual covenants and promises contained herein,

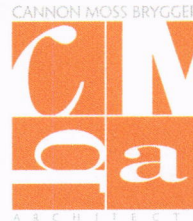
IT IS HEREBY AGREED AS FOLLOWS:

1. **Scope of Services:** Contractor shall provide to County planning services which identify and to the greatest reasonable extent, address functional and physical deficiencies present in the County's existing Law Enforcement Center; resulting in an Optimization Plan and Report covering the following topics:
 - a. Existing Facility Evaluation
 - i. *Addresses function (layout) deficiencies, compliance, with applicable Codes & Standards, Security & Operational conditions and available building spaces for adaptive re-use and/or improved utilizations;*
 - b. Conceptual Planning & Programming
 - i. *Contractor shall conduct interviews and planning sessions with Jail staff, to identify, prioritize and qualify/quantify potential solutions to Facility deficiencies identified in previous activities;*

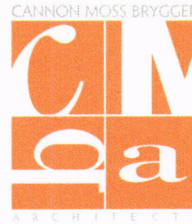


c. Optimization Plan

- i. *Contractor shall provide a proposed Optimization Plan report consisting of narrative materials, charts, diagrams, proposed sequence & phasing and conceptual budgets, such that this document may serve as a planning resource for County officials seeking to anticipate future improvements to the County's Law Enforcement Center;*
2. **Compensation for Services:** County shall pay Contractor for those services in the stipulated amount of **Twenty-Four Thousand Six Hundred and 00/100 (\$24,600.00) Dollars**. Contractor shall bill the County monthly for the portion of work completed to date.
3. **Compliance with the Law:** Contractor shall provide all the services to be performed under this Agreement with reasonable compliance with all applicable federal, state and local laws, ordinance, rules and regulations.
4. **Equal Employment Opportunity:** Contractor, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, sexual preference, handicap, height, weight, marital status, political affiliation or beliefs.
5. **Independent Contractor:** It is expressly understood and agreed that Contractor is an independent contractor. The employees, servants and agents of Contractor shall in no way be deemed to be and shall not hold themselves out as the employees, servants or agents of County. Contractor's employees, servants and agents shall not be entitled to any fringe benefits of County such as, but not limited to, health and accident insurance, life insurance, paid vacation leave, paid sick leave or longevity. Contractor shall be responsible for the withholding and payment of all applicable taxes, including, but not limited to, income and Social Security taxes to the proper federal, state and local governments. Contractor shall carry workers' compensation coverage for its employees, as required by law, and shall provide County with proof of said coverage, if requested.
6. **Insurance:** Contractor shall procure and maintain (or require its subcontractors, if applicable, to maintain at subcontractor's expense) General and Professional Liability Insurance with limits of not less than \$1,000,000 per occurrence, \$3,000,000 aggregate. Contractor shall name County as an additional insured on such policy, and will provide certificates of insurance evidencing such coverage.



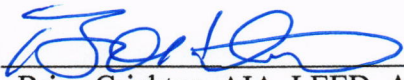
7. **Indemnification:** Contractor shall, at its own expense, protect, defend, indemnify and save harmless County, its elected and appointed officers, employees, servants and agents from any and all liability resulting from the acts or omissions of Contractor, its employees, or agents that may arise out of this Agreement. Contractor shall at its own expense appear, defend and pay all charges of attorney fees and all costs and other expenses arising therefrom or incurred, and if any judgment shall be rendered against County in any such action, Contractor shall, at its own expense, satisfy and discharge same. Contractor's responsibilities to County as set forth in this section shall not be mitigated by any insurance coverage obtained by Contractor either for its day-to-day operation or specific to the services to be performed under this Agreement.
8. **Waivers:** No failure or delay on the part of the County in exercising any right, power, or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power, or privilege preclude any other or further exercise of any other right, power or privilege.
9. **Modifications, Amendments or Waivers of Provisions of the Agreement:** All modifications, amendments or waivers of any provision of this Agreement may be made only by the written mutual consent of the parties hereto.
10. **No Assignment:** Contractor shall not assign, subcontract or otherwise transfer its duties or obligations under this Agreement without the express written approval of County.
11. **Disregarding Titles:** The titles of the sections set forth in this Agreement are inserted for the convenience of reference only and shall be disregarded when construing or interpreting any of the provisions of this Agreement.
12. **Completeness of the Agreement:** This Agreement, and any additional or supplementary documents incorporated herein by specific reference, contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.
13. **Invalid Provision:** If any provision of this Agreement is held to be invalid, the remainder of the Agreement shall not be affected thereby, except where the invalidity of the provision would result in the illegality and/or unenforceability of this Agreement.
14. **Non-Beneficiary Contract:** This Agreement is not intended to be a third-party beneficiary contract and confers no rights on anyone other than the parties hereto.
15. **Choice of Law:** This Agreement shall be governed by the laws of the State of Iowa and venue shall lie in Woodbury County, Iowa.

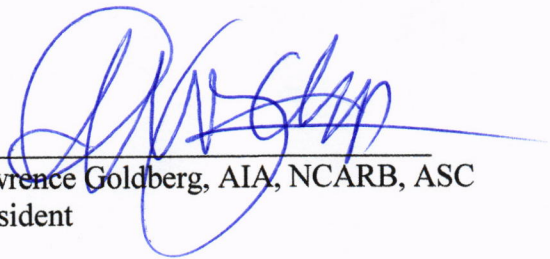


IN WITNESS WHEREOF, the parties hereto have fully executed this Agreement on the day and year first above written.

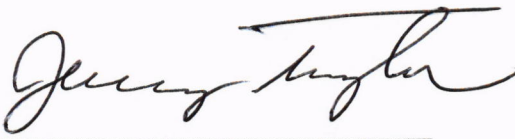
CANNON MOSS BRYGGER ARCHITECTS

GOLDBERG GROUP ARCHITECTS, P.C.

By: 
Brian Crichton, AIA, LEED, AP
President/CEO

By: 
Lawrence Goldberg, AIA, NCARB, ASC
President

THE COUNTY OF WOODBURY:

By: 
Jeremy Taylor, Chair
Woodbury County Board of Supervisors

ATTESTED:

By: _____

DATE: _____, 2016