

METRO ELECTRICAL LICENSING AGREEMENT

1 TITLE

1.1. Pursuant to Chapter 28E of the Iowa Code, this Agreement shall be known as the Metro Electrical Licensing Agreement for the Jurisdictions of Cedar Rapids, Marion, Linn County and Hiawatha.

2 PURPOSE AND SCOPE

2.1. The purpose of this Agreement is to provide for the examination, qualification, and licensing of Electrical Contractors, Electricians, and Residential Electricians and the registration of Apprentice Electricians, and Apprentice Residential Electricians, in order to protect the public health, safety and welfare.

3 DEFINITIONS

As used in this Agreement, the following terms are defined:

3.1. Apprentice Electrician: any person who performs Electrical Work while employed by a Licensed Electrical Contractor, while under the direct supervision and in the presence of a Licensed Electrician, and who is properly registered with the Board as an Apprentice Electrician.

3.2. Apprentice Residential Electrician: any person who performs Electrical Work, which is limited to the Residential Wiring Restrictions, while employed by a Licensed Electrical Contractor, while under the direct supervision and in the presence of a Licensed Electrician or Licensed Residential Electrician, and who is properly registered with the Board as an Apprentice Residential Electrician.

3.3. Electrical Contractor: any person who is qualified and Licensed to contract for and to undertake, or offer to undertake, the planning, lay out, supervision and/or performance of Electrical Work and who is responsible for the employment, management, supervision and control of Electricians, Residential Electricians, Apprentice Electricians, and Apprentice Residential Electricians, doing Electrical Work. A Licensed Contractor shall also be considered qualified and Licensed to do Electrical Work as in the case of an Electrician.

3.4. Electrical Contractor, Inactive: a Licensed Electrical Contractor who is not actively engaged in the contracting business and who may work in the trade as an Electrician while employed by an Electrical Contractor.

3.5. Electrician: any person qualified and Licensed to do Electrical Work while employed by a Licensed Electrical Contractor.

3.6. Residential Electrician: any person qualified and Licensed to do Electrical Work, which is limited to the Residential Wiring Restrictions, as listed below, while employed by a Licensed Electrical Contractor.

3.7. Residential Wiring Restrictions: Residential Wiring, as referred to in this Agreement, shall be limited to the following:

1. One and two family dwellings.
2. Multi-family buildings with 12 or less dwelling units and three floors or less above grade.
3. Garages, sheds, and storage buildings accessory to dwellings.

Electrical work on buildings of mixed uses shall not be considered Residential Wiring.

For the purposes of this Section, area separation walls shall not define separate buildings.

3.8. Electrical Equipment: all electrical materials, wiring, conductors, fittings, conduits, devices, appliances, fixtures, signs and apparatus or parts thereof comprising an electrical system, or control of such system, operating at 25 volts or more.

3.9. Electrical Work: all installations, alterations, repairs, replacements, connections, disconnections, and maintenance of electrical wiring and equipment connected to an electrical power source and operating at 25 volts or more.

3.10. Jurisdictions: for the purposes of this Agreement shall mean within the corporate limits of the cities of Cedar Rapids, Marion and Hiawatha, and within the unincorporated limits of the County of Linn, Iowa.

3.11. Licensed: Licensed under this Agreement unless otherwise specified.

4 METRO ELECTRICAL BOARD OF EXAMINERS

4.1. Establishment of the Board. There is hereby established a Metro Electrical Board of Examiners, hereinafter referred to as the Board, for the examination, qualification, and Licensing of Electrical Contractors, Electricians, and Residential Electricians and the registration of Apprentice Electricians and Apprentice Residential Electricians.

4.2. The Board shall consist of two members from the Electrical Board of Appeals of Cedar Rapids, one member each from the Electrical Board of Appeals of Marion and Linn County, and one member from the Combined Board of Appeals of Hiawatha, for a total of five members.

4.3. It is the intent that the composition of the Board should represent a diverse cross-section of the community. The Board shall include at least two representatives of the electrical trades or industry, and may include representatives of other construction trades and/or private citizens not involved in the electrical or construction trades. The Board shall include and have present at any meeting at least one Licensed Electrical Contractor and at least one Licensed Electrician, or at least two Licensed Electrical Contractors. Other seats on the Board may be filled by eligible representatives, as stated above, who are available for the meeting. A quorum shall consist of three (3) or more members. A quorum must be present to constitute a legal meeting.

4.4. One staff member from the building department of each Jurisdiction shall be an ex-officio member without vote. One of these staff members shall act as Secretary of the Board.

4.5. The Board shall adopt reasonable rules and regulations for conducting its investigations and shall render all decisions and findings in writing for appropriate distribution and filing.

4.6. The Board shall hold a regular meeting once every month, unless there is no business to conduct, in which case the Board will meet every fourth month.

4.7. The Board shall make recommendations from time to time for appropriate legislation with respect to the Metro Electrical Licensing Agreement.

4.8. The Board shall have the power to issue, suspend, revoke and reinstate Licenses and to recommend penalties for violations of the Metro Electrical Licensing Agreement.

4.9. The Board shall maintain a complete and permanent record of the official proceedings.

4.10. Three affirmative votes shall be required for any action taken by the Board.

4.11. The Board shall annually elect one of its members as Chairperson and one of its members as Vice-Chairperson. Elections shall be held at the first meeting in each calendar year. The Chairperson shall preside at all meetings of the Board. In the absence of the Chairperson, the Vice-Chairperson shall preside. The presiding Chairperson shall vote in all matters brought to a vote.

5 CONTRACTOR'S LICENSE AND CERTIFICATE OF INSURANCE REQUIRED.

5.1. No person shall engage in the business of contracting, planning or supervising the installation, alteration, repair, relocation, replacement, addition to or removal of any Electrical System or Equipment, or portion thereof, within the Jurisdictions, unless such person is Licensed and insured as a Metro Electrical Contractor as provided in this Agreement, or is Licensed as an Electrical Contractor in the Jurisdiction in which the Electrical Work is performed (as provided in §15. of this Agreement), and has obtained a permit therefor from the Building Official according to the provisions of the regulations of the respective Jurisdiction.

5.2. An Electrical Contractor's License issued to an individual or officer of a firm, corporation or other association, authorizes such individual, firm, corporation or other association to conduct the respective contracting business in the Jurisdictions, for the period of time for which such License is granted, provided such Licensee is the sole proprietor or is a partner or officer of such firm, corporation, or association, and is supervising the operations of said firm or corporation and further provided that such Licensee and the firm shall be insured.

5.3. Anyone doing business as an Electrical Contractor shall file a Certificate of Insurance by a company authorized to transact business in the State of Iowa, in limits of not less than six hundred thousand dollars (\$600,000.00) aggregate amount liability and property damage

per occurrence; said certificate is to be written on a standard form and carry an endorsement naming the City of Cedar Rapids, County of Linn, City of Marion, City of Hiawatha, Iowa and its employees as additional insured as its interest may appear. It shall be a further condition of said Certificate of Insurance that the obligators will hold the City of Cedar Rapids, County of Linn, City of Marion, and City of Hiawatha, Iowa harmless from any and all damages sustained by reason of neglect or incompetency on the part of such contractor, his/her agents or employees in the performance of the work done under a License or permit issued upon the filing of said certificate.

Said Certificate of Insurance shall be issued by the 31st day of December of each year, and shall be refiled on or before said date for each subsequent year and shall be in continuous full force and effect. That it is the intent and purpose of said Certificate of Insurance to also bind the individual, company, firm, association or partnership, whether it be trade name, corporation, or other business association or arrangement with which the principal is associated.

The insurance company shall notify the Cedar Rapids Building Department of cancellation of policy at least 10 days prior to the effective cancellation date.

A Contractor's License may be renewed without the filing of said insurance certificate provided that no work is done or contracted for by such License holder during the terms of the License. Such License shall be marked "NOT INSURED," or "NOT TO BE USED FOR CONTRACTING."

5.4. Anyone meeting all other requirements of this agreement and holding a valid Electrical Contractor License shall provide a copy of their State Contractor Registration Number prior to doing business as an Electrical Contractor in these Jurisdictions.

5.5. In the event of the death of an insured Contractor, the Board may issue a temporary Contractor's License, to a responsible member or officer of such firm, corporation or other association until such time that such firm, corporation or other association acquires a Licensed Contractor provided that such temporary License shall not be issued for a period of more than six (6) months.

6 ELECTRICIAN'S, RESIDENTIAL ELECTRICIAN'S LICENSE REQUIRED.

6.1. No person shall engage in doing Electrical Work unless said person has obtained an Electrician's License, or a Residential Electrician's License, and who is therefore duly authorized to do Electrical Work under the direction and supervision of a Licensed Electrical Contractor. A Licensed Residential Electrician shall be limited to doing Electrical Work on one and two family dwellings, multi-family buildings with 12 or less dwelling units and three floors or less above grade, and buildings accessory thereto, as defined under Residential Wiring Restrictions.

7 APPRENTICE ELECTRICIAN'S REGISTRATION, APPRENTICE RESIDENTIAL ELECTRICIAN'S REGISTRATION.

7.1. An Apprentice Electrician must be registered, however need not be Licensed, to perform Electrical Work while employed by a Licensed Electrical Contractor, while under the direct supervision and in the presence of one or more Licensed Electricians. The ratio shall be not more than one Apprentice Electrician for each Licensed Electrician.

7.2. An Apprentice Residential Electrician must be registered, however need not be Licensed, to perform Electrical Work limited to the Residential Wiring Restrictions, while employed by a Licensed Electrical Contractor, while under the direct supervision and in the presence of one or more Licensed Electricians or Residential Electricians. The ratio shall be not more than one Apprentice for each Licensed Electrician or Residential Electrician.

7.3. Every Apprentice shall be enrolled in and satisfactorily completing an apprenticeship training program accredited by the Bureau of Apprenticeship and Training in the United States Department of Labor.

7.4. Every Apprentice shall register one time with the Board and pay the respective fee and be in receipt of a registration certificate.

8 APPLICATION FOR LICENSE

8.1. Any person who desires to be Licensed shall make application to the Board for Licensing. The Cedar Rapids Building Department shall provide application forms for this purpose. The complete form shall include the applicant's name, home address, business address, a brief résumé of the applicant's training and experience, the date of application, and the classification of the License being applied for.

8.2. An applicant for an Electrical Contractor's License shall show proof of 4,000 hours minimum experience as a Licensed Electrician, or 4,000 hours minimum experience as an electrical contractor provided the applicant holds an electrical contractor license from another municipality, county or state recognized by the Board as having similar licensing standards.

8.3. An applicant for an Electrician's License shall show proof of having completed an approved apprenticeship training program with a minimum 8,000 hours experience as an Apprentice Electrician or other qualifications approved by the Board.

8.4. An applicant for a Residential Electrician's License shall show proof of having completed an approved apprenticeship training program with a minimum 3,000 hours experience as an Apprentice Electrician or Apprentice Residential Electrician or other qualifications approved by the Board.

8.5. The Board shall determine the qualifications of each applicant by the documentation provided by the applicant. If an applicant is granted a License and later the above documentation is proved to be untrue or invalid, it shall be cause for immediate revocation of said License.

8.6. EXCEPTION: Temporary Work Permit. The Board may issue a Temporary Work Permit to an Electrician or Residential Electrician pending examination, provided the

applicant holds a similar License or approved credentials from another municipality, county or state recognized by the Board as having similar licensing standards. The Temporary Work Permit shall be valid until 30 days after the next regularly scheduled Electrician or Residential Electrician Examination available within the boundaries of the Metro Jurisdiction area. The Temporary Work Permit shall not exceed six (6) months in duration and will not be issued until a copy of the application or proof of application for examination is submitted to the Licensing Secretary.

An Electrician or Residential Electrician applicant holding a Temporary Work Permit who scores from 60% to 74.9% on the examination may make application for another Temporary Work Permit subject to approval by the Board.

9 EXAMINATION

The examination for Contractors, the examination for Electricians and the examination for Residential Electricians shall be written by a nationally recognized testing agency acceptable to the Board. The examinations shall be offered at least three times a year at a location within the boundaries of the four-member jurisdiction area. Passing score shall be 75%. Information regarding application and sponsorship for the examinations shall be available at the Cedar Rapids Building Department.

10 ELECTRICAL CODE UPDATE EDUCATION REQUIRED

10.1. Six hours code update education per each three-year code change cycle is required for Electricians, Residential Electricians and Electrical Contractors. Code Update Education Courses shall be approved by the Board. The License holder shall provide a certificate of successful completion of the current update course(s) to the Licensing Secretary in order for the License to be renewed. The 1999 National Electrical Code update course(s) certificate shall be submitted no later than December 31, 2000. Beginning with the 2002 edition of the National Electrical Code, the code update certificate shall be submitted no later than December 31st of the year matching the title year (edition) of the National Electrical Code. Refer to the following examples:

NEC Edition	Renewal Period	Due Date for Ed. Certificate	Grace Period	Year License Valid Jan 1 thru Dec 31
1999	Dec 1-31, 2000	12/31/2000	Jan 1-31, 2001	2001
2002	Dec 1-31, 2002	12/31/2002	Jan 1-31, 2003	2003
2005	Dec 1-31, 2005	12/31/2005	Jan 1-31, 2006	2006
2008	Dec 1-31, 2008	12/31/2008	Jan 1-31, 2009	2009

11 ISSUANCE OF LICENSES

11.1. Upon satisfactorily passing the approved examination in the appropriate category and meeting the qualifications required under this Agreement as approved by the Board, the applicant shall be entitled to a License, according to the terms of their application, and shall be certified and recorded by the Board.

11.2. The Licensing Secretary of the Metro Electrical Board, or the Secretary’s designee, shall issue a License to each certified applicant upon payment of the License fee.

**12 LICENSE AND REGISTRATION CLASSIFICATION,
FEE SCHEDULE AND EXPIRATION DATE**

12.1. Initial License and registration fees and annual renewal fees shall be paid according to the following schedule:

<u>CLASSIFICATION</u>	<u>ANNUAL FEE</u>
Electrical Contractor License	\$200.00
Inactive Electrical Contractor License	\$100.00
Electrician License	\$ 65.00
Residential Electrician License	\$ 65.00
	<u>ONE TIME FEE</u>
Temporary Work Permit	\$65.00
Apprentice Electrician Registration	\$32.00
Apprentice Residential Electrician	\$32.00

12.2. Such License and Registration fees shall be paid to the Cedar Rapids City Treasurer through the Cedar Rapids Building Department.

12.3. Each License shall expire on the next December 31st after the date of issuance and may be renewed annually upon request by the Licensee for such renewal, provided that the annual License renewal fee shall have been paid.

12.4. Licenses may be renewed for the above fees from December 1st through December 31st. Licenses renewed from January 1st through January 31st, each year during the grace period, shall be assessed a \$12.00 late charge per License.

12.5. Any License, which has not been renewed on or before the January 31st deadline, shall lapse on that date. The lapsed License shall be reinstated by the Board upon written request, provided the applicant asking reinstatement has satisfied the current code update education requirement, has paid the overdue License fee, the \$12.00 penalty fee, and an additional fee of \$25.00 for each month or portion of a month past the January 31st deadline, and further provided the License has not lapsed more than one year past the December 31st expiration date.

12.6. Any License which has lapsed more than one year past the December 31st expiration date shall be considered void and shall not be eligible for reinstatement under §12.5 above, except for extraordinary circumstances as determined by the Board. A new License shall be issued only after the applicant has satisfactorily passed the current examination and made application. The applicant, as a previous Metro License holder, shall not be eligible for a license based on a previous examination or based on other experience, licenses or credentials under §16 of this Agreement.

12.7. Exception: In those cases involving a Contractor, Electrician or Residential Electrician who has or is now retiring from being actively engaged or employed as a Contractor, Electrician, or Residential Electrician, there is now established a "Retired" Metro License. Such applicant shall pay one last renewal fee, and have his or her Metro License stamped RETIRED. This License may be reinstated at any time by paying the current year's renewal fee and providing the current code update education certificate. The Retired classification may be reactivated one time only by any individual without reapplying and testing.

12.8. Fee Exemption: License fees shall be waived for Contractor, Electrician and Residential Electrician Licenses for Government Department Inspectors in these Jurisdictions.

13 ADMINISTRATION OF LICENSING AND DISTRIBUTION OF LICENSING REVENUES.

13.1. Distribution of fees collected shall be as follows to the member government Jurisdictions:

Licenses	Amount	To
Electrical Contractor	\$50.00	Each
Inactive Electrical Contractor	\$25.00	Each
<ul style="list-style-type: none"> • Electricians • Residential Electricians • Temporary Work Permits 	<ul style="list-style-type: none"> \$25.00 \$15.00 \$15.00 	<ul style="list-style-type: none"> Cedar Rapids Linn County Marion Hiawatha
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Registrations		
Apprentice Electricians	\$8.00	Each
Apprentice Residential Electricians	\$8.00	Each

13.2. Metro Licensing Administration shall be by the City of Cedar Rapids. The administration fee for Cedar Rapids shall be \$3.00 per License. Cedar Rapids shall furnish a list of Electrical Contractors, Inactive Electrical Contractors, Electricians, Residential Electricians, Apprentice Electricians, and Apprentice Residential Electricians, and a financial statement with disbursement of funds by April 1st each year and every three (3) months thereafter to Linn County, City of Marion, and City of Hiawatha.

14 GRANDFATHER RIGHTS

14.1. Grandfather rights expired July 8, 1997 and are no longer in effect.

15 ELECTRICAL CONTRACTOR LICENSES MAINTAINED IN INDIVIDUAL MEMBER GOVERNMENT JURISDICTIONS

15.1. Any individual holding an electrical contractor's license in one or more, but not all four, of the member government jurisdictions continuously since January 8, 1997 and who has not passed the Metro Electrical Contractor's Examination, may continue to hold and renew each year said License(s) in the individual member government Jurisdiction(s) and obtain permits to do Electrical Work in the applicable Jurisdiction(s) in accordance with the respective Jurisdiction's regulations. No new electrical licenses shall be issued in any individual Jurisdiction.

16 EXAMINATION WAIVED

16.1. Any Electrical Contractor, Electrician, or Residential Electrician who is licensed by another jurisdiction that has similar licensing standards and who produces satisfactory credentials showing proper accreditation and years of experience, as per §8 of this Agreement, as a Contractor, Electrician, or Residential Electrician by the examining board of said other jurisdiction, may be excused from examination required under this Agreement if the Board approves the applicant's credentials.

17 LICENSE NOT TRANSFERABLE

17.1. It shall be unlawful for any License holder to transfer a License to another or to allow it to be used, directly or indirectly, by another person.

18 REVOCATION OF LICENSE

18.1. The Board shall have the power to suspend or revoke any License, where fraud or misrepresentation was used in obtaining the License, for allowing the License to be transferred or to be used either directly or indirectly by any other person, for failure to comply with any of the provisions of this Agreement, or for negligence, failure to obtain proper permits or call for inspections, incompetence, or misconduct in the performance of any duties of an Electrical Contractor, Electrician, or Residential Electrician.

18.2. In all cases involving revocation or suspension of a License, at least fifteen (15) days notice shall be served upon the holder whose License is in question indicating the time and place of hearing and the general grounds for the contemplated revocation or suspension. The notice shall also advise the holder of the right to appear at said hearing in person or by counsel for the purpose of being heard.

18.3. No person whose License has been revoked shall be granted a new License until the expiration of six (6) months after the revocation aforesaid, and then only after successful examination and payment of all fees as in the original instance.

18.4. The revocation of a License shall not entitle the holder to a refund of any part of the fee which may have been paid.

19 SUMMARY SUSPENSION

19.1. If the Board finds that the public health or safety requires emergency action, and incorporates a finding to that effect in its order, summary suspension of a License may be ordered pending the usual suspension or revocation proceedings enumerated hereinbefore. Immediately upon issuance of an order of summary suspension, the Board shall institute the usual revocation or suspension proceedings as outlined in §18 of this Agreement except the 15 day notice of hearing may be waived if requested by the holder of the suspended License.

20 ENFORCEMENT

20.1. This Metro Electrical Licensing Agreement shall be enforced in each Jurisdiction in accordance with the respective Jurisdiction's Enforcement Ordinance.

21 APPEAL

21.1. Any person or persons, jointly or severally, aggrieved by any decision of the Electrical Board of Examiners under the provisions of this Agreement, or any taxpayer, or any officer, department, board or bureau of each Jurisdiction, may present to a court of record a petition, duly verified, setting forth that such decision is illegal, in whole or in part, specifying the grounds of the illegality. Such petition shall be presented to the court within thirty (30) days after the filing of the decision in the office of the Board.

22 ELECTRICAL WORK EXEMPT

22.1. Metro Electrical Licensing Regulations shall not apply:

1. To a regular employee of a manufacturing, industrial, or public utility establishment, who does electrical maintenance work for that establishment only.
2. To a regular employee of a telephone or telegraph company or other utility company, persons, firms or corporations performing Electrical Work for such company, where such Electrical Work is an integral part of the equipment or distribution system used by such company in rendering its duly authorized service to the public.
3. To a regular employee of any railroad who does Electrical Work on railroad equipment only as a part of their employment.
4. To a regular employee who works at assembling, fabricating, manufacturing, or testing electronic or electrical appliances, machinery products, or other electrical materials.

23 WORK BY HOMEOWNER

23.1. Requirements for work by the homeowner shall be determined separately by each Jurisdiction.

24 AMENDMENTS

24.1. Any Section in this Agreement may be amended from time to time by an Adopting Resolution approved by each Jurisdiction.

25 DURATION OF AGREEMENT

25.1. This Agreement shall continue through December 31, 2000, at which time it shall automatically renew for five years and each five years thereafter unless terminated sooner by agreement of all member government Jurisdictions.

26 WITHDRAWAL

26.1. A member government Jurisdiction may withdraw from this agreement by adopting a resolution to do so and delivering a certified copy thereof to the other member government Jurisdictions. Such withdrawal shall be effective on December 31st of the calendar year in which withdrawal occurs provided the other member government Jurisdictions receive written notice of withdrawal six months in advance.

27 TERMINATION

27.1. This Agreement shall continue until only one member government Jurisdiction to the Agreement shall remain unless terminated sooner by agreement of all member government Jurisdictions.

28 LEGAL REPRESENTATION

28.1. The Metro Electrical Board of Examiners shall have the authority to request legal counsel from the Cedar Rapids City Attorney or the Linn County Attorney to represent them in any litigation brought against the Board with the cost of such representation shared equally by all participating member government Jurisdictions. As an alternative, legal representation may be furnished by each Jurisdiction for their Board Member representative.

29 EFFECTIVE DATE

29.1. The effective date of this Agreement is December 1, 1999.