



**GRINNELL PLANNING COMMITTEE MEETING
MONDAY, JUNE 7, 2021, AT 6:15 P.M.
IN THE COUNCIL CHAMBERS ON THE 2ND FLOOR OF CITY HALL
AND VIA ZOOM**

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TENTATIVE AGENDA

ROLL CALL: Bly (Chair), Davis, Gaard.

PERFECTING AND APPROVAL OF AGENDA

COMMITTEE BUSINESS:

1. Consider resolution approving and authorizing execution of the Iowa Economic Development Authority (IEDA) 2021 Rural Housing Assessment Grant Agreement (See Resolution No. 2021-112).
2. Consider resolution of support for a Workforce Housing Tax Credit application on behalf of the Stella Ridge Project proposed by Hubbell Development at 11 11th Avenue (See Resolution No. 2021-113).
3. Review proposal from Newkirk Consulting and Training to assist with Equity in Service Delivery work.

INQUIRIES:

ADJOURNMENT:

RESOLUTION NO. 2021-112

A RESOLUTION TO APPROVE AND AUTHORIZE EXECUTION OF THE IOWA
ECONOMIC DEVELOPMENT AUTHORITY (IEDA) 2021 RURAL HOUSING
ASSESSMENT GRANT AGREEMENT

WHEREAS the city of Grinnell is the recipient of Rural Housing Assessment Grant in an amount not to exceed \$10,000; and

WHEREAS the grant requires that funds are to be used for contracting with ISU Extension & Outreach and implemented as stated in the grant application; and

WHEREAS the disbursement of funds is conditional upon completion of the specified project(s) as defined in the agreement; and

NOW, THEREFORE BE IT RESOLVED BY THE CITY OF GRINNELL CITY COUNCIL:

To approve the IEDA Iowa Center for Rural Revitalization Rural Housing Assessment Grant Agreement and authorize execution of said document.

Approved this 7th day of June 2021.

DAN F. AGNEW, MAYOR

ATTEST:

ANNMARIE WINGERTER, CITY CLERK

IOWA ECONOMIC DEVELOPMENT AUTHORITY

1963 Bell Avenue, Suite 200 | Des Moines, Iowa 50315 USA | Phone. 515.348.6200

iowaeda.com



May 13, 2021

Dan Agnew
City of Grinnell
520 4th Avenue
Grinnell, Iowa 50112

SUBJECT. 2021 Rural Housing Assessment Grant Award (21-RHAG-001)

Dear Dan Agnew

Congratulations! I am pleased to inform you the Iowa Economic Development Authority (IEDA) has awarded the City of Grinnell a Rural Housing Assessment Grant in an amount not to exceed \$10,000. These funds are to be used for contracting with ISU Extension & Outreach and implementation as stated in the grant application

The disbursement of funds is conditional upon completion of the specified project(s) as defined in the contract within a time period of 13 months and pursuant to the satisfactory fulfillment of all requirements and stipulations made by the Iowa Economic Development Authority. Said terms will be defined in a contract to be entered into by the Iowa Economic Development Authority and the City of Grinnell. If the Contract is not signed and returned to IEDA within 30 days of receipt, IEDA may rescind the Grant

If you have any questions, please contact your project manager, Liesl Seabert, at 515.348.6154 or by email at Liesl.Seabert@iowaeda.com

IEDA looks forward to working with the City of Grinnell on its Rural Housing Assessment Grant project once all conditions to the award have been met and the contract is fully executed. Best wishes to your organization for a successful project!

Sincerely,

A handwritten signature in black ink, appearing to read "Debi Durham", is written over a faint, circular watermark or stamp.

Deborah V. Durham
Director

File. iowaGrants.gov

**IOWA ECONOMIC DEVELOPMENT AUTHORITY
IOWA CENTER FOR RURAL REVITALIZATION
RURAL HOUSING ASSESSMENT GRANT AGREEMENT**

GRANTEE:	City of Grinnell
AGREEMENT NUMBER:	21-RHAG-001
DATE OF AWARD LETTER:	06/01/2021
PROJECT COMPLETION DATE:	06/30/2022
GRANT AMOUNT:	\$10,000

THIS Rural Housing Assessment Grant Agreement ("Agreement") is made by and between the IOWA ECONOMIC DEVELOPMENT AUTHORITY, 1963 Bell Avenue, Suite 200, Des Moines, Iowa 50315 ("Authority" or "IEDA") and City of Grinnell, 520 4th Avenue, Grinnell, Iowa 50112 ("Grantee") (Collectively "the Parties").

WHEREAS the Iowa Center for Rural Revitalization is housed at IEDA; and

WHEREAS, the Authority established the Rural Housing Assessment Grant Program ("Program") pursuant to 2019 Iowa Acts, Senate File 608 for the purpose of providing grants to support creative, non-traditional ideas that focus on current issues and challenges faced by rural communities associated with the themes of community investment, growth, and connection; and

WHEREAS, the Grantee submitted a grant application ("Application") to the Authority and the Authority determined that the Grantee and its proposed Project are eligible for a Rural Housing Assessment Grant ("Grant") and approved the Application; and

WHEREAS, in approving the Application, the Authority has relied upon the Grantee's representations of proposed Project activities, the Grantee's management and financial condition, investment of other Project funds, and other material information contained in the application;

WHEREAS, the Grantee accepts the Grant upon the terms and conditions set out in this Agreement;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement and other good and valuable consideration, the Parties agree as follows:

1. COSTS DIRECTLY RELATED. "Costs Directly Related" means expenditures that are incurred directly for the development or execution of the Project. Examples of "Costs Directly Related" and costs that are not directly related include: international travel, domestic travel outside the state of Iowa, insurance, training or professional development courses.

2. GRANTEE. "Grantee" means the entity described above whose application for a Grant was approved by IEDA.

3. IOWAGRANTS.GOV. "IowaGrants.gov" means Iowa's Funding Opportunity Search and Grant Management System. The Authority reserves the right to require the Recipient to utilize IowaGrants.gov to conduct business associated with this Agreement.

4. PROJECT. "Project" means the activities and other obligations to be performed or accomplished by the Grantee as described in this Agreement, in IowaGrants.gov, in the award letter, and in the application submitted through IowaGrants.gov.

5. CASH MATCH. The Grantee shall provide a cash match of at least fifty cents (\$.50) for every one dollar (\$1.00) awarded under the Program.

6. PROJECT COMPLETION PERIOD. "Project Completion Period" means the period commencing with the Date of Award Letter and ending with the Project Completion Date set out above.

7. PRIOR EXPENSES. No expenditures made prior to the Date of Award Letter may be included as Project costs for the purpose of this Agreement.

8. UTILIZATION OF CONSULTANT(S). The Grantee shall enter into a contract with Iowa State University Office of Extension and Outreach for completion of the Rural Housing Readiness Assessment Facilitation process and upload the executed contract into IowaGrants. In addition, the Grantee is responsible for recruiting and selecting any additional consultants and for setting out the terms and conditions under which the consultant(s) shall provide services. The Authority may require the Grantee to retain a consultant or consultants as set out in IowaGrants.gov.

9. TOTAL PAYMENT. Total payment of state funds under this Agreement shall not exceed \$10,000 for Costs Directly Related to the Project as shown in the approved application unless modified by written amendment of this Agreement. All payments under this Agreement are subject to receipt by the IEDA of sufficient state funds for this activity. Any termination, reduction or delay of state funds to the IEDA shall, at the option of the IEDA, result in the termination, reduction, or delay of state funds to the Grantee.

10. REPAYMENT OBLIGATION. In the event that any state and/or federal funds are deferred and/or disallowed as a result of any audits or expended in violation of this Agreement or the laws applicable to the expenditure of such funds, the Grantee shall be liable to IEDA for the full amount of any claim disallowed and for all related penalties incurred. If IEDA determines at any time, whether through monitoring, audit, closeout procedures or by other means that the Grantee has received grant funds or requested reimbursement for costs which are unallowable under the terms of this Agreement or applicable laws, the Grantee will be notified of the questioned costs and given an opportunity to justify questioned costs prior to IEDA's final determination of the disallowance of costs. If it is IEDA's final determination that costs previously paid by IEDA are not allowable under the terms of this Agreement, the expenditures will be disallowed and the Grantee shall immediately repay to IEDA any and all disallowed costs. The requirements of this paragraph shall apply to the Grantee as well as any subcontractors, including but not limited to, consultants retained by the Grantee.

11. REPORTING REQUIREMENTS. The Recipient shall prepare, review and sign the reports as specified below in the form and content specified by the Authority.

1. Quarterly: A report describing work completed in October 2020 and January and April 2021;
2. Within 60 days after the Project Completion Date: A report documenting completion of the Project.

12. PAYMENT PROCEDURES. Payment shall be made on a reimbursement basis. Grantee shall use funds only for reimbursement of Costs Directly Related to the Project. Requests for reimbursement shall be made through IowaGrants.gov using a General Accounting Expenditure form along with copies of paid invoices and proof of payment. Disbursement claims must be for an amount equal to or greater than \$500 per request. If the total Grant Amount has not been claimed within sixty (60) days after the Project Completion Date, then the IEDA shall be under no further obligation for further disbursement. The Grantee shall prepare, review, and sign all requests for payment and verify that claimed expenditures are allowable Costs Directly Related to the Project. The Grantee shall maintain original documentation adequate to support the claimed costs on file in IowaGrants.gov and provide such documentation upon request.

13. PUBLICATIONS. The Grantee will ensure that all publications produced in association with the Project shall include the following phrase: This Project is Sponsored in Part by the Iowa Economic Development Authority.

14. DEFAULT. The occurrence of any one or more of the following events shall constitute cause for IEDA to declare the Grantee in default of its obligations under this Agreement: a) non-performance; b) a failure by the Grantee to make substantial and timely progress toward completion of the Project and performance of the Agreement; c) a breach of any term of this Agreement or any attachment thereto; and d) utilizing grant proceeds for purposes not described in IowaGrants.gov or for expenses that are not Costs Directly Related to the Project. The IEDA shall issue a written notice of default providing therein a fifteen (15) day period during which the Grantee shall have an opportunity to cure, provided that cure is possible and feasible.

15. TERMINATION. This Agreement may be terminated in the following circumstances: a) by either party, without cause, after thirty (30) days' written notice; b) immediately, as a result of the Grantee's default under this Agreement and failure to cure within the time period provided; c) immediately, as a result of the termination or

reduction of funding to IEDA or the deauthorization of IEDA to engage in activities or conduct business under this Agreement; or d) immediately upon written mutual agreement by all parties to terminate the Agreement.

16. REMEDY UPON TERMINATION. In the event of termination of this Agreement or reduction of the Agreement amount, the exclusive, sole and complete remedy of the Grantee shall be reimbursement for Project costs expended prior to termination.

17. NONASSIGNMENT OF AGREEMENT. The Grantee may not assign, transfer or convey in whole or in part this Agreement; delegate any of its obligations or duties under this Agreement; or pledge as collateral, grant a security interest in, create a lien against, or otherwise encumber, any payments that may or will be made to the Grantee under this Agreement.

18. WRITING REQUIRED. No change, modification, or termination of any of the terms, provisions or conditions of this Agreement shall be effective unless made in writing and signed by the parties. Notwithstanding the sentence above, IEDA may unilaterally modify the Agreement at will in order to accommodate any change in any applicable federal, state or local laws, regulations, rules or policies. A copy of such unilateral modification will be given to the Grantee as an amendment to this Agreement.

19. COMPLIANCE WITH LAWS AND REGULATIONS: DECLARATION OF THE GRANTEE. The Grantee shall comply with all applicable federal, state and local laws, rules, ordinances, regulations and orders. The Grantee declares that it has complied with all federal, state, and local laws regarding business permits and licenses that may be required to carry out the work to be performed under this Agreement.

20. COMPLIANCE WITH EE0/AA PROVISIONS/EMPLOYMENT OF INDIVIDUALS LEGALLY AUTHORIZED TO WORK IN IOWA. . The Grantee shall comply with the provisions of federal, state and local laws, rules and executive orders to ensure that no employee or applicant for employment is discriminated against because of race, religion, color, age, sex, sexual orientation, gender identity, national origin, or disability. The Grantee shall only employ individuals legally authorized to work in the State of Iowa. A breach of this provision shall be considered a material breach of this Agreement and all or a portion of the assistance received is subject to recapture.

21. INDEMNIFICATION AGAINST LOSS OR DAMAGE. The Grantee agrees to indemnify and hold harmless the State of Iowa and its officers, appointed and elected officials, board and commission members, employees, volunteers and agents (collectively the "Indemnified Parties"), from any and all costs, expenses, losses, claims, damages, liabilities, settlements and judgments including, without limitation, the reasonable value of the time spent by the Attorney General's Office, and the costs, expenses and attorneys' fees of other counsel retained by the Indemnified Parties directly or indirectly related to, resulting from, or arising out of this Agreement, including but not limited to any claims related to, resulting from, or arising out of: any breach of this Agreement; any negligent, intentional or wrongful act or omission of the Grantee or any agent or subcontractor utilized or employed by the Grantee; the Grantee's performance or attempted performance of this Agreement, including any agent or subcontractor utilized or employed by the Grantee; any failure by the Grantee to make all reports, payments and withholdings required by federal and state law with respect to social security, employee income and other taxes, fees or costs required by the Grantee to conduct business in the State of Iowa; or any violation of any rights of any third party. The Grantee's duties and obligations under this section shall survive the termination of this Agreement and shall apply to all acts or omissions taken or made in connection with the performance of this Agreement regardless of the date any potential claim is made or discovered by IEDA or any other Indemnified Party.

22. RIGHT TO REVIEW AND OBSERVE: ACCESS TO RECORDS. IEDA shall have the right to review and observe, at any time, completed work or work in progress related to the Agreement. The Grantee shall permit IEDA or its agents to access and examine, audit, excerpt and transcribe any directly pertinent books, documents, reports, papers and records of the Grantee relating to orders, invoices, or payments or any other documentation or materials pertaining to this Agreement. Upon the request of IEDA, the Grantee shall deliver to IEDA or its agents said documentation or materials.

23. PUBLIC RECORDS: RECORDS RETENTION. All records submitted to or inspected by IEDA regarding this

Agreement, including this Agreement, shall be public records and subject to the Open Records Law in Iowa Code chapter 22. All records of the Grantee relating to this Agreement shall be retained for a period of three (3) years following the date of final payment or completion of any required audit, whichever is later.

24. SURVIVAL OF AGREEMENT. If any portion of this Agreement is held to be invalid or unenforceable, the remainder shall be valid and enforceable.

25. GOVERNING LAW. This Agreement shall be interpreted in accordance with the law of the State of Iowa and any action relating to the Agreement shall only be commenced in the Iowa District Court for Polk County or the United States District Court for the Southern District of Iowa.

26. FINAL AUTHORITY. The decision of the IEDA shall be binding on the Grantee. The IEDA shall have the final authority to assess whether the Grantee has complied with the terms of this Agreement.

27. RESERVED.

28. COMPLIANCE WITH IOWA CODE CHAPTER 8F. If the Agreement is subject to the provisions of Iowa Code chapter 8F, the Grantee shall comply with Iowa Code chapter 8F with respect to any subcontracts it enters into pursuant to this Agreement. Any compliance documentation, including but not limited to certifications, received by the Grantee from subcontractors shall be forwarded to IEDA.

29. LEGISLATIVE CHANGES. The Grantee expressly acknowledges that the Rural Innovation Grant Program are subject to legislative change by either the federal or state government. Should either legislative body enact measures which alter the fund or the program, the Grantee shall not hold IEDA liable in any manner for the resulting changes. IEDA shall use best efforts to provide thirty (30) days' written notice to the Grantee of any legislative change. During the thirty (30)-day period, the parties shall meet and make a good faith effort to agree upon changes to the Agreement to address the legislative change. Nothing in this paragraph shall affect or impair IEDA's right to terminate the Agreement pursuant to the termination provisions.

30. RESERVED.

31. WAIVER. Except as specifically provided for in a waiver signed by duly authorized representatives of IEDA and the Grantee, failure by either party at any time to require performance by the other party or to claim a breach of any provision of the Agreement shall not be construed as affecting any subsequent right to require performance or to claim a breach.

32. CONFLICT OF INTEREST. The Grantee represents, warrants, and covenants that no relationship exists or will exist during the Agreement period between the Grantee and IEDA that is a conflict of interest. The provisions of Iowa Code chapter 68B shall apply to this Agreement. If a conflict of interest is proven to IEDA, IEDA may terminate this Agreement pursuant to Paragraph 15 of this Agreement, and the Grantee shall be liable for any excess costs to IEDA as a result of the conflict of interest. The Grantee 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 Grantee shall report any potential, real, or apparent conflict of interest to IEDA.

33. RESERVED.

34. IMMUNITY FROM LIABILITY. Every person who is a party to the Agreement is hereby notified and agrees that the State, IEDA, and all of their employees, agents, successors, and assigns are immune from liability and suit for or from Grantee's and/or contractors or subcontractors' activities involving third parties and arising from the Agreement. Pursuant to Iowa Code chapter 669, IEDA and the State of Iowa are self-insured against all risks and hazards related to this Agreement. No separate fund has been established to provide self-insurance, and the State of Iowa is not obligated to establish any such fund during the term of this Agreement.

35. NONAGENCY. The Grantee, its employees, agents and any subcontractors performing under this Agreement are not employees or agents of the State or any agency, division or department of the State simply by

virtue of work performed pursuant to this Agreement. The Grantee's employees shall not be considered employees of IEDA or the State for federal or state tax purposes simply by virtue of work performed pursuant to this Agreement.

36. HEADINGS OR CAPTIONS. The paragraph headings or captions used in this Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.

37. DOCUMENTS INCORPORATED BY REFERENCE. The following are hereby incorporated by reference:

- (a) IowaGrants.gov
- (b) Iowa Economic Development Authority Award Letter as found in IowaGrants.gov.
- (c) Iowa Center for Rural Revitalization Rural Housing Assessment Grant Application and Grant Information, as found in IowaGrants.gov.

38. ORDER OF PRIORITY. In the event of a conflict between documents, the following order or priority shall be applied:

- (a) Articles 1-39 of this Grant Agreement.
- (b) IowaGrants.gov
- (c) Iowa Economic Development Authority Award Letter as found in IowaGrants.gov.
- (d) Application and Grant Information, Iowa Center for Rural Revitalization Rural Housing Assessment Grant, as found in IowaGrants.gov.

39. INTEGRATION. This Agreement contains the entire understanding between the Grantee and IEDA and any representations that may have been made before or after the signing of this Agreement, which are not contained herein, are nonbinding, void and of no effect. Neither of the parties has relied on any such prior representation in entering into this Agreement.

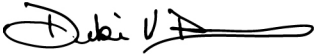
IN WITNESS WHEREOF, the parties have executed this Contract as of the Effective Date first stated.

RECIPIENT: City of Grinnell

BY: _____
Mayor
City of Grinnell
520 4th Avenue
Grinnell, Iowa 50112

Typed or Printed Name and Title

IOWA ECONOMIC DEVELOPMENT AUTHORITY:

BY: 

Deborah V. Durham, Director

RESOLUTION NO. 2021-113

Support of Workforce Housing Tax Credit Program being used for Stella Ridge Multi-Family at 11 11th Avenue, Grinnell Iowa to be Developed by Hubbell Realty Company

WHEREAS, applications for Workforce Housing Tax Credits are due to the Iowa Economic Development Authority (IEDA) on July 19, 2021.

WHEREAS, the 11 11th Avenue property has a blighted building that has been vacant for over 8 years, is outdated and prevents efficient use, and is underutilized. The abandoned one-story building has been targeted for redevelopment by the City of Grinnell dating back to 2013.

WHEREAS, representatives of Hubbell Realty Company met with City Manager and Community Development staff and provided information regarding redevelopment of the blighted site located at 11 11th Avenue. In conjunction with City goals, the redevelopment of the 12-acre site will include an income-restricted rental development of 52 units as well as at least 9 for-sale homes/townhomes representing an estimated \$13M investment.

WHEREAS, the Workforce Housing Tax Credits would benefit the construction of the approximately 52-unit apartment project. Given Poweshiek County is eligible as a “Small Cities Set Aside”, total costs of the homes will not exceed \$215,000/unit and will target attainable rental housing for the City of Grinnell’s workforce.

WHEREAS, under the Central Grinnell Urban Revitalization Plan, all qualified real estate assessed as residential is eligible for 100% abatement for 10 years. Let it be known that this represents the City of Grinnell’s support and local match to the project.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of Grinnell, Iowa that support is given to Hubbell Realty Company to seek Workforce Housing Tax Credits through the Iowa Economic Development Authority for a 52-unit apartment project located at 11 11th Avenue.

AYES:

NAYS:

PASSED AND APPROVED this 7th day of June 2021.

Mayor

ATTEST:

City Clerk

THIS AGREEMENT is made and entered into this ____ day of May, 2021 by and between the City of Grinnell, hereinafter referred to as the City and Thomas Newkirk (Implicit Bias Campus LLC), hereinafter referred to as the Consultant.

WHEREAS, the City desires to retain the services of the Consultant to engage in an assessment of the workplace culture and development of a set of recommendations to advance the department's stated goals with respect to diversity, equity and inclusion; and

WHEREAS, the Consultant will treat all information gained in any way through these consulting services as confidential and privileged. Consultant is a attorney licensed in the State of Iowa, but is not appearing or consulting in that capacity.

NOW THEREFORE, it is agreed by and between the parties hereto that the City does now contract with the Consultant to provide services as set forth herein.

I. Scope of Services

1. Consultant shall perform a training and development needs assessment for the City. Said services shall include a review of workplace culture of the specified City department and development of a set of recommendations to advance the City's and department's stated goals with respect to diversity, equity and inclusion.
2. Consultant will work with city administration regarding policy and practice review. This includes but is not limited to: Identifying and reducing risks of impact from policies (handbook and other internal policies) on protected groups and identifying and reducing bias risks in policies, regulations and decisions making of City Boards and Commissions. This includes a review of subjective decision-making risks and the impact of implicit bias on such decisions that impact both City employees and interactions with public.
3. Consulting regarding progress or helping to refine Equity In Service Steering Committee response to calls for social justice.
4. Consultant will provide Training/Education for city workforce and general public on implicit bias and cultural awareness to accomplish goals consistent with 1, 2 or 3 above.

II. Client Responsibilities

The City will provide the following to Consultant during the project:

- A. Assistance in coordinating access to the City employees with whom Consultant would like to speak in order to effectuate his services, and
- B. Assistance in securing documentation or records related to the needs being assessed by Consultant.

III. Additional Services

The City will submit a Contract Amendment for any work beyond that set out in the above Scope of Services and must be approved by both parties prior to any work being performed that is beyond that set out in the above Scope of Services.

IV. Time of Completion

- A. The Consultant shall begin the project within ___ days of the contract being signed by both parties;
- B. The Consultant shall complete the Scope of Services prior to _____ unless this contract is amended.

V. General Terms

- A. The Consultant shall not commit any of the following employment practices and agrees to prohibit the following practices in any subcontracts.
 - 1. To discharge or refuse to hire any individual because of their race, color, religion, sex, national origin, disability, age, marital status, gender identity, or sexual orientation.
 - 2. To discriminate against any individual in terms, conditions, or privileges of employment because of their race, color, religion, sex, national origin, disability, age, marital status, gender identity, or sexual orientation.
- B. Should the City terminate this Agreement, the Consultant shall be paid for all work and services performed up to the time of termination. The City may terminate this Agreement upon seven (7) calendar days' written notice to the Consultant.
- C. This Agreement shall be binding upon the successors and assigns of the parties hereto, provided that no assignment shall be without the written consent of all Parties to said Agreement.
- D. It is understood and agreed that the retention of the Consultant by the City for the purpose of the Project shall be as an independent contractor and shall be exclusive, but the Consultant shall have the right to employ such assistance as may be required for the performance of the Project.
- E. The Consultant may terminate this agreement by giving a 21-day notice by certified mail to the Chief Elected Official. In that event, equitable adjustment shall be made for all work completed prior to termination.
- F. It is further agreed that no Party to this Agreement shall perform contrary to any state, federal, or local law or any of the ordinances of the City of Grinnell, Iowa.
- G. The Consultant agrees to furnish, upon termination of this Agreement and upon demand by the City, copies of all basic notes and sketches, charts, computations, and any other data prepared or obtained by the Consultant pursuant to this Agreement without cost, and without restrictions or limitation as to the use relative to specific projects covered under this Agreement. In such event, the Consultant shall not be liable for the City use of such documents on other projects.
- H. The City agrees that any powerpoints, presentation material or other proprietary material created or used by the Consultant shall remain the property and in the exclusive control of Consultant. Any such information or documentation will be identified by Consultant.
- I. The City agrees to tender the Consultant all fees in a timely manner, excepting, however, that failure of the Consultant to satisfactorily perform in accordance with this Agreement shall constitute grounds for the City to withhold payment of the amount sufficient to properly complete the Project in accordance with this Agreement.

- J. Should any section of this Agreement be found invalid, it is agreed that the remaining portion shall be deemed severable from the invalid portion and continue in full force and effect.
- K. Upon signing this agreement, Consultant acknowledges that Section 362.5 of the Iowa Code prohibits a City officer or employee from having an interest in a contract with the City, and certifies that no employee or officer of the City, which includes members of the City Council and City boards and commissions, has an interest, either direct or indirect, in this agreement, that does not fall within the exceptions to said statutory provision enumerated in Section 362.5.
- L. The Consultant always agrees material to this Agreement to have and maintain professional liability insurance covering the Consultant's liability for the Consultant's negligent acts, errors and omissions to the City in the sum of \$1,000,000.

VI. Compensation for Services

The Consultant shall be compensated for the Scope of Services detailed in Section I above on an hourly basis, not to exceed \$10,000, which includes all expenses, including mileage, postage, and printing. Consultant shall be compensated at an hourly rate of \$275 per hour worked. Payment shall be made by the City no later than thirty (30) days after the City's receipt of each invoice. Consultant will reflect his bill at his full hourly rate of \$525, but the City is only obligated to pay at the rate of \$275, the discounted rate for public entities, K-12 Education and non-profits.

VII. Miscellaneous

- A. It is further agreed that there are no other considerations or monies contingent upon or resulting from the execution of this Agreement, that it is the entire Agreement, and that no other monies or considerations have been solicited.

FOR THE CITY
By: _____

Title: _____

Date: _____

ATTEST: _____

FOR THE CONSULTANT
By: _____

Title: _____

Date: _____

Approved by:

City Attorney's Office

Date: _____