Consultant Agreement

This Agreement made and entered into this the 1st day of April 2025, by and between the City of Iowa City, a municipal corporation, hereinafter referred to as the City and Baker Tilly Municipal Advisors, LLC hereinafter referred to as the Consultant.

Whereas the City of Iowa City Neighborhood and Development Services Department released Request for Proposal 25-107 to evaluate potential consultants who could provide assistance to develop an affordable housing division and pilot project.

Whereas the City of Iowa City seeks to develop an affordable housing division and pilot project.

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

Consultant agrees to provide assistance to develop an affordable housing division and pilot project and to do so in a timely and satisfactory manner. The work shall be done consistent with the scope and specifications established in Request for Proposal 25-107 Public Housing Repositioning and Assistance to Develop an Affordable Housing Division and a Pilot Project and the Consultant's Supplier Response and Proposal.

The following documents are incorporated herein in their entirety. These documents dictate the terms of this Agreement. In the event of conflict between the documents, the earlier-listed document shall prevail (e.g. #1 takes precedence over #2).

1. Request for Proposal 25-107 Public Housing Repositioning and Assistance to Develop an Affordable Housing Division and a Pilot Project. Attached as Exhibit A
2. The Consultant's Supplier Response and Proposal attached as Exhibit B.

II. Time of Completion

The Consultant shall complete the phases of the project in accordance with the schedule below:

Project will begin upon completion of the contract:

	Month 1		Month 2		Month 3		Month 4		Month 5	
Project start and framework										
Information gathering including virtual interviews and focus groups										
Onsite vision and goal setting and gap assessment										
Research, analysis and benchmarking										

Deliver interim findings and organizational and operating models for discussion										
Selection of organizational and operating model										
Develop draft budget and financial model										
Deliver draft roadmap and stakeholder communication strategy										
Discussion of roadmap and stakeholder communication strategy										
Deliver final vision, goals, and organizational and operating roadmap										

III. Compensation For Services

The City shall pay the consultant a total not to exceed price including reimbursable expenses of $115,000.00 for the creation of an Affordable Housing Division as stated below:

Organizational strategy, goals and objectives	$30,000
Organizational transformation roadmap (staffing, structure, financial plan and technology)	$75,000
Resident communication plan	$10,000

The fees for development assistance services (DAS) consulting, including Entitlement, Design, Construction and Closeout, for the affordable pilot housing project shall be 3% of the total project cost. Total project cost shall include costs of construction (both labor and materials), administration, equipment, demolition, on-site infrastructure, including any required off-site improvements for the development, and financing. Total project costs shall not include site acquisition.

IV 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. However, such sums shall not be greater than the "lump sum" amount listed in Section III. 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. It is agreed by the City that all records and files pertaining to information needed by the Consultant for the project shall be available by said City upon reasonable request to the Consultant. The City agrees to furnish all reasonable assistance in the use of these records and files.

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 Iowa City, Iowa.

G. At the request of the City, the Consultant shall attend meetings of the City Council relative to the work set forth in this Agreement. Any requests made by the City shall be given with reasonable notice to the Consultant to assure attendance.

H. The Consultant agrees to furnish, upon termination of this Agreement and upon demand by the City, all completed and paid-for deliverables. Unless otherwise stated in a specific Scope Appendix, subject to Consultant's rights in Consultant's Knowledge (as defined below), the City shall own all, intellectual property rights in the deliverables developed under this Agreement ("Deliverables"). Notwithstanding the foregoing, Consultant will maintain all ownership right, title and interest to all of Consultant Knowledge. For purposes of this Agreement "Consultant's Knowledge" means Consultant's proprietary programs, modules, products, inventions, designs, data, or other information, including all copyright, patent, trademark and other intellectual property rights related thereto, that are (1) owned or developed by Consultant prior to the Effective Date of this Agreement ("Consultant's Preexisting Knowledge") (2) developed or obtained by Consultant after the Effective Date, that are reusable from client to client and project to project, where the City has not paid for such development; and (3) extensions, enhancements, or modifications of Consultant's Preexisting Knowledge which do not include or incorporate the City's confidential information. To the extent that any Consultant Knowledge is incorporated into the Deliverables, Consultant grants to the City a non-exclusive, paid up, perpetual royalty-free worldwide license to use such Consultant Knowledge in connection with the Deliverables, and for no other purpose without the prior written consent of Consultant.

I. The Consultant agrees to furnish all reports, specifications, and drawings with the seal of a licensed professional affixed thereto as required by Iowa law.

J. 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.

K. 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.

L. Original contract drawings shall become the property of the City. The Consultant shall be allowed to keep reproducible copies for the Consultant's own filing use.

M. Fees paid for securing approval of authorities having jurisdiction over the Project will be paid by the City.

N. 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.

O. Indemnification.

1. To the full extent permitted by law, Consultant agrees to defend, indemnify, and hold harmless the City against any and all claims, demands, suits, loss, expenses, including attorney's fees, and for any damages which may be asserted, claimed or recovered against or from the City by reason of personal injury, including bodily injury or death, and property damages, including loss of use thereof, caused by Consultant's negligent acts, errors or omissions in performing the work and/or services provided by Consultant to the City pursuant to the provisions of this Agreement.

2. Consultant assumes full responsibility for any and all damage or injuries which may result to any person or property by reason of Consultant's negligent acts, errors or omissions in connection with the work and/or services provided by Consultant to the City pursuant to this Agreement and agrees to pay the City for all damages caused to the City's premises resulting from the negligent acts, errors or omissions of Consultant.

3. The Consultant's obligation to indemnify the City shall not include the obligation to indemnify, hold harmless, or defend the City against lability, claims, damages, losses, or expenses, including attorney fees, to the extent caused by or resulting from the negligent act, error, or omission of the City.

4. For purposes of this paragraph, the term "Consultant" means and includes the Consultant, its officers, agents, employees, sub-consultants, and others for whom Consultant is legally liable, and the term "City" means and includes the City of Iowa City, Iowa its Mayor, City Council members, employees, and volunteers.

5. To the extent allowed under applicable law, the aggregate liability (including attorney's fees and all other costs) of either party and its present or former partners, principals, agents or employees to the other party related to the services performed under this Agreement shall not exceed five hundred thousand dollars ($500,000), except to the extent finally determined to have resulted from the gross negligence, willful misconduct or fraudulent behavior of the at-fault party. Additionally, in no event shall either party be liable for any lost profits, lost business opportunity, lost data, consequential, special, incidental, exemplary or punitive damages, delays or interruptions arising out of or related to this Agreement even if the other party has been advised of the possibility of such damages.

P. Insurance

1. Any policy or policies of insurance purchased by the Vendor to satisfy his/her responsibilities under this contract shall include contractual liability coverage, and shall be in the following type and minimum amounts:

Informal Project Specs: Class I (under $1M)		
Type of Coverage:	**Each Occurrence**	**Aggregate**
Comprehensive General Liability. **(1) Bodily Injury & Property Damage.**	**$1,000,000.00**	**$2,000,000.00**
	Combined Single Limit	
b. Automotive Liability. **Bodily Injury & Property Damage.**	**$500,00.00**	
c. Worker's Compensation Insurance.	**As required by Chapter 85, Code of Iowa**	
When Additionally Required:		
Errors and Omissions	**$500,000.00**	
Fidelity Bond (minimum)	**$50,000.00**	
Formal Project Specs: Class II (over $1M)		
Type of Coverage:	**Each Occurrence**	**Aggregate**
a. Comprehensive General Liability. **(1) Bodily Injury & Property Damage.**	**$1,000,000.00**	**$2,000,000.00**
	Combined Single Limit	
b. Automotive Liability. **Bodily Injury & Property Damage.**	**$1,000,000.00**	
c. Excess Liability	**$1,000,000.00**	**$1,000,000.00**
d. Worker's Compensation Insurance.	**As required by Chapter 85, Code of Iowa**	

2. Consultant agrees to provide the City a certificate of insurance evidencing that all coverages, limits and endorsements required herein are maintained and in full force and effect, and certificates of Insurance shall provide a minimum thirty (30) day endeavor to notify, when available by Consultant's insurer. If the Consultant receives a non-renewal or cancellation notice from an insurance carrier affording coverage required herein, or receives notice that coverage no longer complies with the insurance requirements herein, Consultant agrees to notify the City within five (5) business days with a copy of the non-renewal or cancellation notice.

Q. Standard of Care.

1. The Consultant shall perform services for, and furnish deliverables to, the City pertaining to the Project as set forth in this Agreement. The Consultant shall possess a degree of learning, care and skill ordinarily possessed by reputable professionals, practicing in this area under similar circumstances The Consultant shall use reasonable diligence and professional judgment in the exercise of skill and application of learning.

2. Consultant represents that the Services and all its components shall be free of defects caused by negligence; shall be performed in a manner consistent with the standard of care of other professional service providers in a similar Industry and application; shall conform to the requirements of this Agreement; and shall be sufficient and suitable for the purposes expressed in this Agreement.

3. All provisions of this Agreement shall be reconciled in accordance with the generally accepted standards of the Engineering Profession.

4. Consultant's obligations under this Section 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 Consultant.

R. There are no other considerations or monies contingent upon or resulting from the execution of this Agreement, it is the entire Agreement, and no other monies or considerations have been solicited.

S. This Agreement shall be interpreted and enforced in accordance with the laws of the State of Iowa. Any legal proceeding instituted with respect to this Agreement shall be brought in a court of competent jurisdiction in Johnson County, Iowa. The parties hereto hereby submit to personal jurisdiction therein and irrevocably waive any objection as to venue therein, including any argument that such proceeding has been brought in an inconvenient forum.

For the City

By: _____

Title: City Manager

Date: 4/2/25

For the Consultant

By Donald Bernard

Title Donald Bernards, Principal

Date March 18 ,2025

Approved by:

City Attorney's Office

2/18/25

Date