

**CONTRACT FOR SERVICES BETWEEN THE
IOWA NORTHLAND REGIONAL COUNCIL OF GOVERNMENTS
AND
CITY OF INDEPENDENCE, IOWA**

The Iowa Northland Regional Council of Governments (Planning Agency) has the expertise to complete income verification processes and the City of Independence, Iowa (City) wishes to retain the Planning Agency to complete said process.

In mutual consideration of the promises set forth in this agreement, it is, therefore, agreed as follows:

SECTION 1. Scope of Services

The Planning Agency shall provide the services necessary to perform income verifications for applicants under the City's Tax Increment Financing (TIF) Low-and-Moderate Income (LMI) Repair Program Administrative Plan. Said income verification process will entail a 3rd party verification of income and assets, by the Planning Agency, of applicants who apply by the deadline date established by the City.

SECTION 2. Time of Performance

Work under this Contract shall begin upon execution of this Contract for Services. Completion for this project shall take place over three (3) years from the execution date. Completion date may be extended upon the written request of Planning Agency and upon a showing by Planning Agency of a good faith effort to complete performance in a timely manner.

SECTION 3. Personnel

With the exception of legal review by an attorney, if the City so desires, the Planning Agency represents that it has, or will acquire, all personnel necessary in performing the services under this Contract. The parties intend that an independent contractor-purchaser of service relationship will be created by this Contract. The City is interested only in the results to be achieved, and the conduct and control of the work will lie solely with the Planning Agency. Neither the Planning Agency nor its employees are to be considered agents or employees of the City for any purpose.

SECTION 4. Method of Payment

City shall pay Planning Agency for the work under this Contract on the following schedule:

- a. A flat fee of \$350 per household application received by the Planning Agency shall be charged for a 3rd party income verification process including development of a document that ranks all households by income. The income verification expenses shall be billed upon completion of the process for each household.

SECTION 5. Information to be Furnished to the Planning Agency

Any and all existing reports, public documents, and information necessary for the performance of work under this Contract shall be made available to the Planning Agency by the City upon request. The City shall advise the Planning Agency of the existence of relevant documents.

SECTION 6. Amendment and Designation of Officials

- 6.1 The City - The City Manager of Independence is the official authorized to execute any changes in the terms, conditions, or amounts specified in this Contract.
- 6.2 The Planning Agency - The Executive Director of the Iowa Northland Regional Council of Governments is the contractor official authorized to execute any changes in the terms, conditions, or amounts specified in this Contract.

SECTION 7. Termination Clause

Either party assigned hereto shall have the authority to terminate this Contract, by notifying the other party by registered mail, not less than thirty (30) days prior to the effective termination date. The Planning Agency will be paid for the time provided and expenses incurred up to the termination date.

SECTION 8. Saving Clause

Should any provisions of this Contract be deemed unenforceable by a court of law, all other provisions shall remain in full force and effect.

SECTION 9. Entire Agreement

This Contract contains the entire agreement between the Planning Agency and the City for the purpose of completing the income verification process. There are no other written or oral agreements, understandings, or contracts that shall take precedence over the items contained herein, unless they have been made a part of this Contract per Section 6.

SECTION 10. Hold Harmless

The City shall hold harmless, waive, and indemnify the Planning Agency against all claims, liabilities, and costs, including reasonable attorney fees, of defending any claim or suit, including those by any third party, arising out of the services provided by the Planning Agency, except to the extent caused by the gross negligence or willful misconduct of the Planning Agency or its employees. In no event shall the Planning Agency be liable to the City for lost revenues of the City, or special or consequential damages, even if the Planning Agency has been advised of the possibility of such damages. The Planning Agency's total liability under this Agreement for damages, costs and expenses, regardless of cause, shall not exceed the total amount of fees paid to the Planning Agency by the City under this Agreement.

PASSED AND APPROVED:
IOWA NORTHLAND REGIONAL
COUNCIL OF GOVERNMENTS

CITY OF INDEPENDENCE, IOWA


Executive Director, INRCOG

City Manager, Independence, Iowa


Date

Date