

**REQUEST FOR PROPOSAL FOR  
PLANNING CONSULTING SERVICES FOR IMPLEMENTATION OF THE  
HOUSING ACTION PLAN  
Story County, Iowa**

Story County, Iowa (“County”) seeks proposals and cost estimates for planning consulting services (“Consulting Services”) from March 14, 2023, through June 30, 2025, for the implementation of the Housing Action Plan with services including, but not limited to: staff support; planning; and other services as determined by Story County or as described in this Request for Proposal (“RFP”).

The consultant selected from the RFP will be engaged after competitive evaluation based on the "Selection Criteria" set forth in this request.

This request invites consultants to submit proposals for accomplishment of the items of work specified below under Scope of Work. Proposals should be prepared and submitted in accordance with the guidelines and requirements set forth in this request.

**Sealed proposals:** Consultant will deliver one (1) hard copy and one digital format (CD or flash drive) to the following address:

Story County Board of Supervisors  
c/o County Outreach and Special Projects Manager  
Story County Administration  
900 6th Street  
Nevada, Iowa 50201

The envelope must be clearly marked “SEALED RFP”. The name of the firm and contact person must be listed on the outside of the envelope. Any restrictions on the use of data within proposals must be clearly stated in the proposal itself. Non-disclosure cannot be guaranteed after the selection stage of this procurement due to public record laws.

**Proposal Deadline:** 12:00 PM CST, February 28, 2023

Proposals received after the proposal deadline will be considered late and will not be accepted. Proposals may be withdrawn and/or modified in writing prior to the submission deadline. Request for withdrawal must be in writing by the contact person named on the outside of the envelope. Proposals that are resubmitted must be sealed and received prior to the submission deadline. Each Consultant may submit only one proposal.

## **Scope of Work**

Attached to this RFP is the adopted Housing Action Plan completed by Story County, Iowa. The Housing Action Plan was developed to define strategies and approaches to meet the overall goals of identifying affordable housing needs and developing housing solutions, and was preceded by the Story County Housing Study (2021). The Story County Housing Study reviewed data available on Story County’s (including all communities except the City of Ames) housing needs and the available housing stock to identify gaps.

The Housing Study is available to review on Story County's website at <https://www.storycountyia.gov/DocumentCenter/View/12300/Final-Story-County-Housing-Study>. In the attached Housing Action Plan, the *Table of Action Steps* beginning on page 6 defines Goals, Strategies and Tools to work towards implementation of the *Story County Housing Study*. Goals, Strategies, and Tools listed are not in any kind of priority order. (As the City of Ames was not included in the *Story County Housing Study*, these Goals/Strategies, and Tools listed are not applicable to the City of Ames.)

The scope of work to be performed by the Consultant will include, but is not limited to the following listed tools from the Housing Action Plan (attached). These tools are identified in that Plan to be "Consultant-led", however will require strong ongoing working relationship with Story County staff and other partners.

Tools are listed in accordance with the associated timeframe from the Housing Action Plan. Those timeframes include:

- **Immediate/Short Term:** consider/implement within 1-3 years from adoption of the plan.
- **Medium Term:** consider/implement within 5 years from adoption of the plan.
- **Long Term:** consider/implement within 10 years from adoption of the plan.

**As part of the proposal, Consultant will present a prioritized approach to address the outlined tools from the Plan and explain this "priority-setting" process for organizing and assigning work efforts.**

#### **Immediate/Short Term Timeframes**

- **Tool 1.a-d** Infrastructure cost-sharing. Explore the creation of partnerships and programming that allow local jurisdictions as well as non-profits and other third parties to partner with developers/builders for the cost-share of infrastructure installation costs associated with affordable housing construction.
- **Tool 1.a-e** Land assembly. Identify a "Demonstration Pilot Project", working with development-oriented local landowners to solidify a legacy project that serves as a demonstration and best practice model.
- **Tool 1.a-f** Land Assembly. Develop an inventory of Public-Owned Lands, identifying surplus, unused, or underused public lands or sites for reuse as housing.
- **Tool 1.a-g** Develop Community Speculative Home Program for jurisdictions with shovel ready sites/infill sites (communities act as the applicant in partnership with developer/builder).
- **Tool 1.a-h** Upon identification of available sites, pre-purchase Homes for Iowa houses for placement on sites. Development of eligibility requirements for purchase of the properties as well as individual and community financial contributions must be determined as part of the overall process.
- **Tool 1.a-i** Land Assembly. Infill Opportunities, identifying vacant lots within communities, prepare a redevelopment plan for clustered sites to guide developers and builders.
- **Tool 3.a-a** Create and act on new policies around incentives and financing mechanisms to target missing product types.
- **Tool 3.b-a** Evaluation of potential reuse space in downtown and commercial buildings and spaces (this includes the potential funding mechanisms available to jurisdictions to support such efforts.)

- **Tool 3.b-b** Identify partnerships to develop a Resource Guide to assist communities in the potential opportunities and how to evaluate properties, including examples and case studies.
- **Tool 3.c-a** Evaluation of zoning requirements and revisions necessary to support ADUs and provide pre-approved plan sets for ADUs. Contract with appropriate design professionals to create package plans.
- **Tool 3.e-a** Identify strategically placed but underdeveloped properties and determine what barriers exist to developing desired housing types.
- **Tool 4.a-a** Identify and develop partnerships with organizations that provide or support low income, workforce, and senior housing as well as other populations with unique housing needs.
- **Tool 4.d-a** Develop a comprehensive funding strategy and guide identifying current resources available for affordable housing that addresses current and potential sources of funding and how the funds should be spent.
- **Tool 5.b-b** Continue to provide funding for rehab programs for owner-occupied structures and help market existing programs.
- **Tool 5.b c** Market existing energy efficiency and emergency programs throughout Story County. Review ideas for expanding the program to include offering to first-time home buyers and the senior residents.
- **Tool 5.b-e** Review and establish a homebuyer assistance fund grant/forgivable loan program for entry-level homeownership opportunities, providing funding for down payment and closing cost assistance. Income eligibility would require households with incomes at or below 80% of the area median income , and would apply for first-time homeowners and/or those not owning a home within the last three years.
- **Tool 5.b-f** Establish a program to preserve and maintain healthy and viable manufactured home parks.
- **Tool 5.b-g** Establish and actively promote homebuyer education and financial literacy programs.
- **Tool 6.a-a** Develop database of existing ordinances from communities in Story County. Using these resources, cities should establish codes that are most appropriate for their community. Development of similar ordinances across the County can create an easier building environment for developers.
- **Tool 6.a-b** Develop a plan for adapting vacant commercial space into housing.
- **Tool 6.b-a** Development and establish jurisdiction-specific administrative site plan approval processes applicable when housing meets jurisdictional comprehensive plan goals and targeted housing needs.
- **Tool 6.c-a** Reduce parking requirements and/or consider adoption of parking maximums for residential uses, including for multifamily developments.

#### Medium Timeframes

- **Tool 1.a-j** Establish a Lending Consortium, identifying the potential roles or established organizations, including, but not limited to, the Story County Housing Corporation and Able Up Iowa.
- **Tool 1.a-k** Review benefits and processes for Story County Housing Trust to become a certified Community Housing Development Organization , and if proven a beneficial path to pursue, go forward to seek certification.
- **Tool 2.a-a** Create a special assessment guide/toolkit for communities and developers/builders.

- **Tool 2.b-a** Review and consider a revolving infrastructure loan program to which communities may apply for funding to be used to front-end a portion of public improvements, repaid over a longer period through a second mortgage on the property or deferred payment until sale of the house when it becomes due.
- **Tool 3.a-b** Evaluate the potential to provide funding for non-profit organizations to buy income-restricted units proposed to be converted to market rate housing.
- **Tool 3.a-c** Provide funding for special needs residents to purchase housing through non-profit partnerships.
- **Tool 3.a-d** Evaluate opportunities to create market rate and affordable senior housing investments and developments.
- **Tool 3.b-c** Evaluation of zoning requirements and revisions necessary to support potential reuse and adaption of spaces.
- **Tool 3.e-b** Review the potential and consider establishing incentives for small-scale development.
- **Tool 3.e-c** Explore the creation of Community-Specific Design Guidelines Manual to preserve existing neighborhood character. Through a Request for Information process, identify appropriate design professionals with the necessary skillsets to create manuals and identify potential costs.
- **Tool 3.e-d** Explore the creation of community-specific property acquisition and management policies for the public sector and private entities.
- **Tool 3.e-e** Explore the creation of a package of example site plans and products that will get approved, removing a level of risk from the developer/builder. Through a Request for Information process, identify appropriate design professionals with the necessary skillsets to create manuals and identify potential costs.
- **Tool 4.b-a** Pre-packaged site plans and RFPs. Show what will get approved and trigger interest by potential investors. Through a Request for Information process, identify appropriate design professionals with the necessary skillsets to create packages and plans and identify potential costs.
- **Tool 6.d-b** Evaluate lot size/setback reductions - Focus on design, not density. Communities should consider reducing minimum lot size requirement.
- **Tool 6.d-c** Determine what incentives are needed that maximize returns on investments.

#### Long Term Timeframes

- **Tool 2.b-b** Develop a Speculative Financing Revolving Loan Fund, providing funding to make partial construction loans to contractors for new speculative homes. Contractors or developers can receive a loan of up to a pre-defined amount towards constructions costs at a pre-established low interest rate.
- **Tool 3.e-f** Encourage public/private partnerships for the purchase and/or acquisition of abandoned/vacant properties for affordable housing, following procedures through established property acquisition and management policies.
- **Tool 4.b-b** Pre-packaged site plans and RFPs. Provide technical assistance and create a mentoring network for less experienced local investors or community members interested in community projects.

## Conceptual Plan and Proposal Submittal Requirements

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The Consultant shall provide a Conceptual Plan, including a detailed statement of work for the product/services believed to be appropriate for Story County, addressing the Scope of Services detailed in this RFP.

Proposals should be prepared simply and economically, providing a straight forward, concise description of provider capabilities to satisfy the requirements of the request. Emphasis should be on completeness and clarity of content.

The Conceptual Plan must include the following, at a minimum:

- Consultant name, address, and names of primary contacts.
- Identify project manager. List the project manager's relevant experience and similar work including references.
- Work Plan. Provide detailed work plan with estimated hours by task and personnel.
- Restatement of services required (four pages maximum): attach a restatement of the proposed agreement that outlines its objectives and scope as perceived. Do not repeat the Scope of Services, but elaborate on the tasks, conditions, or other specifics deemed significant and necessary to demonstrate a complete understanding of the technical and substantive issues to be addressed, including the following:
  - A statement of the Consultant's understanding of the project that demonstrates knowledge of the project requirements.
  - Proposed project approach, including timelines and description of the Consultant's technical approach to the project, including an outline of the sequence of tasks, major benchmarks and milestone dates.
  - Proposed use of County staff, as well as any equipment, materials or additional data that will be expected from the County at the onset of the project.
- Outline personnel skills and services that distinguish the Consultant, incorporating appropriate staff profiles and a description of specific staff that will comprise the project team for this assignment. The staff profile should describe the Consultant's experience in providing services to the public sector, jobs of similar size(s) and provide applicable certifications for staff members involved in the process. Please attach a description of similar projects designed and constructed by the Consultant. Project summaries should emphasize their relevance to the proposed agreement.
- Samples of related/comparable past projects that would serve as examples of experience and expertise necessary for this work. This does not include generalized promotional material, resumes, statement of experience, qualifications, or capabilities, or other material that is irrelevant to the proposed agreement.
- Evidence of ability to work effectively within tight time constraints.
- Provide the earliest date available to assume these duties.
- **Budget.** Estimated cost of the services to be provided under this proposal including:
  - A proposed fee structure based upon the plan of work proposed by the Consultant.
  - Proposed services to be sub-contracted if any, anticipated subcontractors, and anticipated costs for these services. NOTE: Story County will not pay the Consultant a surcharge percentage on third party fees and costs. Method of billing must be disclosed. An acknowledgement that any task/work request considered to be outside of the agreed upon scope and contracted duties that will incur fees, must be communicated by

the Consultant and agreed to by Story County prior to the performance of that task/work request.

- Three (3) references are to be included with the proposal.

## Submittal Process and Details

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All proposals must be submitted as detailed in the manner described herein. Exceptions or extensions to established deadlines will not be granted.

### **Story County will not meet individually in person or via other means with potential Consultants.**

Story County will be accepting written questions from September 20, 2022, through 12:00 PM, September 26, 2022, regarding this RFP. Please submit questions via email to Leanne Harter, County Outreach and Special Projects Manager at [lharter@storycountyiowa.gov](mailto:lharter@storycountyiowa.gov). Written responses will be published on Story County's website at [www.storycountyiowa.gov](http://www.storycountyiowa.gov) and distributed to those who submitted questions no later than 12:00 pm, Wednesday, September 28, 2022.

#### *Estimated Timeline*

Date(s)	Action Item
February 14th	Consideration of the RFP by the BOS
February 15th - February 28th	Release RFP - Proposals Due February 28th
March 1st - March 2nd	Review of Proposals
March 7th	Consideration of Consultant by the BOS
March 7th-March 9th	Contract Negotiations/Development
March 14th	Effective Start of Contract

*The above dates are subject to change at the option of Story County.*

The Story County Board of Supervisors will consider approval of a contract with the selected Consultant.

The Story County Board of Supervisors reserves the right to accept or reject any and all responses, in part or in whole, and to accept responses, which in its sole discretion and opinion appear to be responsive, responsible, and in the best interests of the County. The County further reserves the right to waive any formalities or informalities or to amend the schedule as necessary.

The price quotations stated in the Consultant's proposal will not be subject to any price increase from the date on which the proposal is opened by Story County to the mutually agreed-to date of bid. Proposals must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days. Failure of the successful Consultant to accept the obligation of the bid may result in the cancellation of any award. A service contract will be executed between Story County and the awarded Consultant.

The selected Consultant may not subcontract any of the work specified in this RFP without prior written consent of Story County.

## **Consultant Selection Procedures**

Story County will analyze and evaluate all properly submitted proposals in response to this request using the “Evaluation Criteria” listed in this RFP to rank all Consultants. Top scoring Consultants will be chosen for further evaluation, which may include interviews and presentations with those firms. Each proposal will be evaluated based on the Evaluation Criteria listed below. Proposals will be ranked in order of the highest numerical score first. Story County may select as many of the top ranked Consultants as it deems necessary for inclusion within the negotiating list.

### **Evaluation Criteria**

- Experience with related activities or programs.
- Consultant’s understanding and technical approach to the project and responsiveness to the RFP.
- Availability and capability of staff. Pertinent experience and qualifications of the project team.
- Technical and financial resources.
- Ability to complete the project in a timely manner and within budget.
- Integrity and compliance with public policy.
- Location of office. Preference may be given to those Consultants located within Story County.

### **Insurance**

Consultant shall take out and maintain during service to the County under a contract such public liability and property damage insurance as shall protect Consultant, its subcontractors, and the County from claims for damages for personal injury, including accidental death, as well as for claims for property damage, which might arise from operations under its contract with the County, whether such operations be by Consultant or its subcontractor, or by anyone directly or indirectly employed by either of them. All insurance policies shall be issued by responsible companies who are acceptable to the County. The Consultant shall not cause any insurance to be canceled nor permit any insurance to lapse during the life of the contract with the County. Consultant shall indemnify and hold County harmless from any damages, cost, claims or expenses which may arise as a result of any failure on the part of the Consultant to provide accurate and/or complete data and information to the County as outlined and required by the terms and conditions of its contract with the County.

### ***SAM.gov Registration***

Consultant shall inform the County whether or not they are actively registered with the System for Award Management (“SAM”) and confirms that the Unique Entity Identifier (“UEI”) or Taxpayer Identification Number (“TINS”). If Consultant is not registered with the System for Award Management (“SAM”) they will be required to register and provide the County with their Unique Entity Identifier (“UEI”) before awarded funds will be released to the Consultant.

**Sample Form of Consultant Services Contract is provided as Appendix A.**



APPENDIX A  
Provider Agreement  
Consultant Services Contract

**CONTRACT FOR \_\_\_\_\_**

THIS AGREEMENT (“Agreement”) is entered into by and Between Story County, an Iowa Municipal corporation, whose mailing address and telephone number is 900 Sixth Street, Nevada, Iowa 50201, telephone 515-382-7200, hereinafter referred to as “County”, and \_\_\_\_\_, hereinafter referred to as “Provider”, whose mailing address and telephone number is \_\_\_\_\_, telephone \_\_\_\_\_.

**1. PURPOSE AND INTENT.**

The purpose of the agreement is for the Provider to

*Take from request for bids and then reference the milestones in the proposal and reference proposal and attach.*

The Provider acknowledges that (1) the source of funding awarded for this project is the Coronavirus State and Local Fiscal Recovery Funds (“SLFRF”) funds; (2) any and all compliance requirements for use of SLFRF funds; and (3) any and all reporting requirements for expenditures of SLFRF funds. (All definitions from “Compliance and Reporting Guidance: State and Local Fiscal Recovery Funds” dated February 28, 2022, version 3.0.)

**2. FEES, EXPENSES & COMPENSATION.**

Provider may charge a maximum hourly fee of \$\_\_\_\_\_ for professional services necessary under the terms of this Agreement. Provider may bill County for travel expenses at the rate of not more than \_\_\_\_\_ per mile, which shall be limited to actual mileage incurred to perform necessary tasks required to reach the County’s objective under this Agreement. Provider may not bill or receive compensation from County for time spent traveling. All invoices must specify the invoice total and time period covered and detail the work performed or expense incurred per this Agreement. Provider agrees that the hourly fee and mileage expense shall be Provider’s sole compensation for professional services and work performed because of this Agreement.

Provider understands that the County reserves the right to request additional specific information in accessing the accuracy of claim information.

**3. METHOD OF PAYMENT.**

All invoices must specify the invoice total and time period covered and detail the work performed or expense incurred per this Agreement. Provider agrees that the hourly fee and mileage expense shall be Provider’s sole compensation for professional services and work performed because of this Agreement.

Payment for services will be made by County on a monthly basis following receipt of invoice from Provider to include the following:

- a) Monthly time and expense tracking per task
- b) Percentage (%) completion by task

- c) Written narrative of work done by task to include reference to any preliminary deliverables and documentation of correspondence with County representative.
- d) Description of upcoming tasks
- e) On or before [REDACTED], the Provider will provide electronically, itemization of costs incurred. The Provider will make available all receipts if requested by the County.
- f) The maximum total amount payable by the County under this agreement is \$ [REDACTED] as detailed in Section 2 of this contract, and no greater amount shall be paid.
- g) Payment is due upon receipt of invoice.
- h) Provider understands that the County reserves the right to request additional specific information in accessing the accuracy of claim information.

#### 4. INDEPENDENT CONTRACTOR.

It is understood that provider is an independent professional contractor and that Provider will not in any event be construed or hold itself out to be an employee or agent of the County. It is further agreed that at no time will the Provider or the work efforts of the Provider be under the supervision or control of the County, although Provider agrees to comply with all reasonable requests and regulations applicable to any other business invitee of the County. It is also agreed that Provider, as an independent contractor, is not restricted to working exclusively for the County during the term of the Agreement.

#### 5. AFFIRMATIVE COVENANTS.

- (A) **Ratification.** By executing this Agreement, the Provider (i) affirms and ratifies all statements, representations and warranties contained in all written documents that it has submitted to the County in connection with this Agreement (including, without limitation, the Agreement and the Application attached hereto as of the date hereof) and (ii) agrees that on each date, if any, that additional information is attached hereto and made a part hereof, it will be deemed to have affirmed and ratified all such statements, representations and warranties (including, without limitation, those contained or provided in connection with such additional information).
- (B) **No Litigation.** No action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, public board or body, other than as disclosed to the County in writing, is pending or, to the knowledge of the authorized representatives of the Provider executing this Agreement, threatened (1) seeking to restrain or enjoin the execution and delivery of this Agreement, or the undertaking of any Project (defined below) or (2) contesting or affecting the validity of this Agreement; and neither the corporate existence of the Provider nor the title to office of any authorized representatives of the Provider executing this Agreement, is being contested.
- (C) **No Conflicts.** The authorization, execution and delivery of this Agreement, and performance by the Provider of the Project and of its obligations under this Agreement, will not constitute a breach of, or a default under, any law, ordinance, resolution, agreement, indenture or other instrument to which the Provider is a party or by which it or any of its properties is bound.
- (D) **SAM.gov Registration.** Provider shall inform the County whether or not they are actively registered with the System for Award Management (“SAM”) and confirms that the Unique Entity Identifier (“UEI”) or Taxpayer Identification Number (“TINS”) herein listed is the correct number for the Provider as of the date hereof. If Provider is not registered with the System for Award Management (“SAM”) they will be required to register and provide the County with their Unique Entity Identifier (“UEI”) before awarded funds will be released to the Provider.

- a. Unique Entity Identifier (“UEI”) or Taxpayer Identification Number (“TINS”) [REDACTED]

- (E) **Reporting and Compliance with Laws.** The Provider shall comply with all reporting requirements as determined by Story County. In addition, the Provider agrees that the Project shall be constructed or undertaken and shall be expended in full compliance with all applicable provisions of federal, state and local law and all regulations thereunder. Without limiting the generality of the foregoing, the Provider covenants to comply in all respects with all applicable law, regulation and rule regarding bidding, procurement, employment and anti-discrimination.
- (F) **Civil Rights Compliance.** Recipients of Federal financial assistance from the Treasury are required to meet legal requirements relating to nondiscrimination and nondiscriminatory use of Federal funds. Those requirements include ensuring that entities receiving Federal financial assistance from the Treasury do not deny benefits or services, or otherwise discriminate on the basis of race, color, national origin (including limited English proficiency), disability, age, or sex (including sexual orientation and gender identity), in accordance with the following authorities: Title VI of the Civil Rights Act of 1964 (Title VI) Public Law 88-352, 42 U.S.C. 2000d-1 et seq., and the Department's implementing regulations, 31 CFR part 22; Section 504 of the Rehabilitation Act of 1973 (Section 504), Public Law 93-112, as amended by Public Law 93-516, 29 U.S.C. 794; Title IX of the Education Amendments of 1972 (Title IX), 20 U.S.C. 1681 et seq., and the Department's implementing regulations, 31 CFR part 28; Age Discrimination Act of 1975, Public 6.

**6. INSURANCE & TAXES.**

Provider is responsible for Workers Compensation, Disability, Unemployment, Automobile Insurance, and any other insurance required by the State of Iowa and will provide certificates of insurance to the County. County reserves the right to require complete, certified copies of all required insurance policies, at any time. Provider is also responsible for any payment of State and Federal taxes and any other applicable tax. Provider is not eligible for any benefits the County may provide for its employees.

To the fullest extent permitted by law, the Provider shall indemnify and hold harmless the County, their agents, and employees from and against all claims, losses, expenses, including, but not limited to attorney’s fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Provider, anyone directly or indirectly employed by Provider or anyone for whose acts any of them may be liable.

**7. CONFIDENTIALITY.**

Provider agrees to hold in trust and confidence and confidential information and/or proprietary information or data relating to County business and shall not disseminate or disclose such confidential information to any individual or entity, except Provider’s employees or subcontractors performing services hereunder (who shall be under a duty of confidentiality), and any other individuals specifically permitted in each instance by the County. This shall include compliance with all laws and regulations regarding protected health information.

**8. TERMINATION AND REMEDIES.** This agreement is effective on the [REDACTED] day of [REDACTED], 20[REDACTED].

- (A) **Termination.**

- a. **Termination by the County.** The County, in its sole and absolute discretion, may terminate this Agreement:
    - i. if the Provider has breached any provision of this Agreement or has failed to comply with any applicable state or federal law or regulation applicable to any Project; or
    - ii. if any representation or warranty made by the Provider in any Proposal, this Agreement, or any certification or other supporting documentation thereunder or hereunder shall prove to have been incorrect in any material respect at the time made.
  - b. **Notice of Termination.** The County shall provide the Provider with written notice of termination of this Agreement, setting forth the reason(s) for termination. The termination of this Agreement shall be effective as of the date such notice of termination is sent by the County. The County may terminate this agreement without penalty to the County, at any time, without cause, by giving written notice to the Provider at least fifteen (15) days before the effective date of such termination.
  - c. **Effect of Termination.** Upon termination of this Agreement, the Provider shall reimburse the County for all costs and disbursements of the project terminated on a schedule to be negotiated in good faith between the County and the Provider, but in no event more than 60 days from the date of such termination.
- (B) **Term.** This Agreement shall remain in effect until one of the following events has occurred:
- a. The Provider and the County replace this Agreement with another written agreement;
  - b. All of the Provider's obligations under this Agreement have been discharged, including, without limitation, any obligation to reimburse the County for disbursements; or
  - c. This Agreement has been terminated pursuant to the provisions of Section 8.A hereof.

**9. ACCESS TO BOOKS AND RECORDS.**

Unless otherwise required by applicable laws, Provider shall allow the County access to all books and records for purposed of auditing or reviewing Provider's claims, upon request by the County. Provider's failure to provide access under this section shall constitute a material breach of the agreement.

- (A) **Recordkeeping.** The Provider shall maintain accounts and records with respect to the Project in accordance with generally accepted accounting principles as issued from time to time by the Governmental Accounting Standards Board (GASB). Provider shall keep and maintain all financial records and supporting documentation related to the Project for a period of seven years after all proceeds have been expended or returned to the County. Wherever practicable, Provider shall collect, transmit, and store such records in open and machine-readable formats. Provider agrees to make such records available to the County or the United States Treasury upon request, and to any other authorized oversight body, including but not limited to the Government Accountability Office (GAO), the Treasury's Office of Inspector General (OIG) and the Pandemic Relief Accountability Committee (PRAC). Provider agrees to make such accounts and records available for on-site inspection during regular business hours of the Provider and permit the County, the United States Treasury or any other such authorized oversight body to audit, examine, and reproduce such accounts and records, and to make audits of all contracts, invoices, materials, payrolls, records of personnel, data, and other information relating to all matters covered by this agreement.

**10. REQUIREMENTS.**

Provider hereby agrees to perform all duties in accordance with all state and federal laws and regulations. This provision includes but is not limited to Iowa Code Section 144.32. Provider assures that no person shall be on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this program or activity. Failure to perform duties in accordance with the applicable laws and regulations shall be considered a material breach of this agreement by the Provider.

**11. EXTENSION.**

If mutually agreeable to County and Provider, this Agreement may be extended. Such extension will be documented by written amendment, duly signed and dated by both parties.

**12. ASSIGNMENT.**

Neither party to this Agreement may assign, sell or transfer any part thereof to any other firm or entity without first obtaining the written permission of the other party hereto.

**13. APPLICABLE STATE LAW AND WAIVER OF FEDERAL REMOVAL.**

This Agreement has been negotiated, executed and delivered in the State of Iowa. The parties hereto agree with all questions pertaining to the validity and interpretation of this agreement will be determined in accordance with the laws of the State of Iowa in Story County, Iowa, with venue in Story County District Court. The parties hereby waive removal of any issue hereunder to the federal courts.

This agreement and referenced attachments constitute the entire contract of the parties hereto and supersedes any prior agreement between the parties.

**14. MISCELLANEOUS.**

- (A) **Notices.** All notices, requests and other communications provided for herein including, without limitation, any modifications of, or waivers, requests or consents under, this Agreement shall be given or made in writing and delivered,
  - a. in the case of the County, to Leanne A. Harter, County Outreach and Special Projects Manager, Story County Administration, 900 6<sup>th</sup> Street, Nevada, Iowa 50201, and
  - b. in the case of the Provider, to the address specified in this Agreement; or
  - c. as to either party, at such other address as shall be designated by such party in a notice to each other party. Unless otherwise provided herein, receipt of all such communications shall be deemed to have occurred when personally delivered or, in the case of a mailed notice, upon receipt, in each case given or addressed as provided for herein.
- (B) **No Waiver.** No failure or forbearance on the part of the County to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof nor shall any single or partial exercise by the County of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. Conditions, covenants, duties and obligations contained in this Agreement may be waived only by written agreement between the parties.
- (C) **Headings.** The headings and sub-headings contained in the titling of this Agreement are intended to be used for convenience only and do not constitute part of this Agreement.

- (D) **Severability.** If any term, provision or condition, or any part thereof, of this Agreement shall for any reason be found or held invalid or unenforceable by any governmental agency or court of competent jurisdiction, such invalidity or unenforceability shall not affect the remainder of such term, provision or condition nor any other term, provision or condition, and this Agreement shall survive and be construed as if such invalid or unenforceable term, provision or condition had not been contained therein.
- (E) **Further Assurances.** Provider agrees that it will, from time to time, execute, acknowledge, and deliver, or cause to be executed, acknowledged, and delivered, such further instruments as may reasonably be required for carrying out the intention or facilitating the performance of this Agreement.
- (F) **Third-Party Beneficiaries.** This Agreement is exclusively between the County and the Provider, and does not nor is intended to create any privity of contract with any other party not a party hereto other than the Indemnified Persons, nor to imply a contract in law or fact. The County is not obligated to disburse grant funds on any contract, or otherwise, between the Provider and any other party, nor intends to assume, at any time, direct obligations for payment for work, goods, or other performance under such contracts. The obligation to pay any amounts due under such contracts is solely the responsibility of the Provider. Nothing herein, express or implied, is intended to, or shall confer upon, any other person any right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement between the County, the Provider and the Indemnified Persons.

[Remainder of page intentionally left blank; signature page follows.]

This agreement and referenced attachments constitute the entire contract of the parties hereto and supersedes any prior agreement between the parties.

STORY COUNTY, IOWA (County)

\_\_\_\_\_ (Provider)

By:

By:

Chairperson of the Board of Supervisors

\_\_\_\_\_

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_