



GRINNELL PLANNING COMMITTEE REGULAR SESSION MEETING  
MONDAY, MARCH 2, 2026, AT 6:15 PM  
IN THE COUNCIL CHAMBERS ON THE 2ND FLOOR OF CITY HALL  
AND VIA ZOOM  
[HTTPS://ZOOM.US/J/92789249120?PWD=7EC5PULBVK0VG1FUGJ79  
BBBB1FGIBS.1](https://zoom.us/j/92789249120?pwd=7EC5PULBVK0VG1FUGJ79BBBB1FGIBS.1)

MEETING ID: 927 8924 9120  
PASSCODE: 306899

## TENTATIVE AGENDA

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### **A. Roll Call:**

### **B. Perfecting and Approval of Agenda:**

### **C. Committee Business:**

1. Consider approval of a Professional Services Agreement with Franklin Energy.

### **D. Inquiries: Public Comment**

Visitors may address the Council/Board at this time; however, comments will be limited to 2 minutes. As per Iowa's Open Meetings Law, Council/Board can only listen during public comments and cannot take any action on items that are not posted on the agenda. Council may take issues under advisement and if needed refer them to a department head, Mayor's committee, or add them to a future agenda.

### **E. Adjourn:**

*Any person with a disability who requires a modification or accommodation in order to participate in the meeting, or any person with limited English proficiency (LEP) who requires language assistance to communicate with the City Council during the meeting, should contact the City Clerk, (641) 236-2600 or [adevig@grinnelliowa.gov](mailto:adevig@grinnelliowa.gov), no fewer than two business days prior to the meeting to enable the City of Grinnell to make reasonable arrangements to assure accessibility or language assistance for the meeting.*



## **PROFESSIONAL SERVICES AGREEMENT**

THIS PROFESSIONAL SERVICES AGREEMENT (the "Agreement") is made and entered into as of the **2<sup>nd</sup> day of March, 2026** (the "Effective Date"), by and between City of Grinnell, with an office at 520 4<sup>th</sup> Avenue, Grinnell, IA (the "Company") and Franklin Energy Services, LLC, a Delaware limited liability company with a registered legal address at 102 N. Franklin Street, Port Washington, WI 53074 ("Service Provider").

WHEREAS, Company desires to engage a qualified service provider to provide certain professional services, and Service Provider has represented itself as in the business of providing such services.

NOW, THEREFORE, in consideration of the mutual promises in this Agreement, Company and Service Provider agree as follows:

NOW, THEREFORE, in consideration of the covenants and agreements made in this Agreement, the undersigned parties agree as follows:

### **1. SCOPE OF SERVICES.**

Subject to the terms and conditions of this Agreement, Service Provider shall provide to the Company certain services that are set forth in more detail in the Scope of Work attached to this Agreement as Exhibit A (the "Services") and incorporated herein by this reference. The Services set forth in Exhibit A may be modified and updated from time to time upon the written agreement of Service Provider and the Company ("Change Order").

### **2. PERFORMANCE OF SERVICES. REPRESENTATIONS AND WARRANTIES**

(a) Commencement and Completion of Services. Service Provider shall perform the Services substantially in accordance with the specifications, schedules, milestones, and other requirements set forth in Exhibit A.

(b) Standards of Performance. Warranties. Warranty Remedies. During the term specified in Exhibit A, Service Provider shall perform the Services and create or develop the deliverables and work products as mutually agreed in Exhibit A ("Deliverables"). Service Provider will perform the Services and create the Deliverables in accordance with (i) the customary practices and standards in the industry of the Service Provider; (ii) the specifications and requirements set forth in Exhibit A (ii) any required permit, license, consent or approval for the performance of the Services by any governmental authority; and (iii) all applicable statutes, laws, rules and regulations imposed by a governmental agency or authority. If any of the performed Services or provided Deliverables are proven to be non-conforming to the specifications and requirements mutually agreed on Exhibit A, Service Provider will reperform the Services and replace the Deliverable that do not conform to the specifications and other requirements set forth in Exhibit A as mutually agreed upon by the parties. Such reperformance of the Services and replacement of Deliverables shall be at no cost to the Company; provided, however, that the Company informs Service Provider of any non-conformities within ten (10) days after acceptance by the Company of the Service and Deliverables, or any portion thereof.

- (c) Additional Service Provider Representations and Warranties:
- (1) Service Provider has the right to enter into this Agreement, to grant the rights granted herein, and to perform fully all Service Provider's obligations under this Agreement;
  - (2) Service Provider entering into this Agreement with the Company and Service Provider's performance of the Services do not and will not conflict with or result in any breach or default under any other agreement to which Service Provider is a party;
  - (3) All Deliverables are and shall be Service Provider's original work of authorship (except as otherwise expressly provided in Exhibit A or any other applicable Scope of Work) and do not and will not violate or infringe upon any third party's intellectual property or other proprietary rights;
  - (4) Service Provider has the required skill, experience, and qualifications to perform the Services and develop or create the Deliverables;
  - (5) The Company will receive good and valid title to all Deliverables, free and clear of all encumbrances and liens of any kind.

EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN THIS SECTION 2, SERVICE PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, EITHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE UNDER THIS AGREEMENT, AND SERVICE PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

### **3. SUBCONTRACTING**

Service Provider may delegate or subcontract any part of the Services to be performed under this Agreement to any third party upon advanced written notice to the Company.

### **4. RETENTION OF RECORDS**

During the Term of this Agreement and for a period of two (2) years following the completion of the Services, Service Provider shall maintain accurate and reasonably detailed records regarding the performance of the Services.

### **5. RIGHTS & OBLIGATIONS OF COMPANY.**

(a) Cooperation. The Company agrees to cooperate with Service Provider, including without limitation: (i) providing Service Provider with copies of all contact information, marketing materials, and any other data or information reasonably requested by Service Provider in connection with the Services, and (ii) allocating appropriate personnel to assist, support and/or respond to Service Provider inquiries or requests.

(b) Audits. During the Term of this Agreement and for a period of two (2) years following the completion of the Services, the Company shall have the right to audit, at its cost and expense and upon ten (10) business days advance notice to Service Provider, all records maintained by Service Provider or its approved subcontractors (if any) in connection with the performance of the Services.

All such audits by the Company shall be performed: (i) during Service Provider's normal business hours following ten (10) business days written notice request for access to such records; (ii) no more frequently than once in twelve consecutive months, and (iii) so as not to unreasonably delay or interfere with the performance of the Services by Service Provider.

**6. COMPENSATION FOR SERVICES.**

(a) Compensation. In consideration of the Services and all other obligations to be performed by Service Provider hereunder, the Company shall compensate Service Provider in accordance with the terms set forth in the attached Exhibit A. Except as provided in Exhibit A, Service Provider is solely responsible for any travel or other costs or expenses incurred by Service Provider in connection with the performance of the Services, and in no event shall the Company reimburse Service Provider for any such costs or expenses, unless they have been included in Exhibit A and pre-approved in writing by the authorized representative of the Company. For all travel expenses preapproved in accordance with this Section 6(a) of the Agreement, if Service Provider submits reimbursement requests to Company, Service Provider must include documentation required by the Company (such as receipts or approvals) to support such expenses.

(b) Terms of Payment. Service Provider will invoice the Company in accordance with the invoicing schedule set forth in Exhibit A. The Company will pay each undisputed invoice within thirty (30) days following receipt of such invoice.

(c) Disputed Invoice. The Company shall have the right to dispute in good faith the amount of any invoice or a portion thereof, provided The Company raise the dispute within fifteen (15) days of receiving the invoice. The Company will withhold the disputed amounts and inform Service Provider of such withholding in writing specifying the reasons for disputing the withheld amounts.

(d) Taxes. The Company shall be responsible for all sales, use, and excise taxes, and any other similar taxes, duties, and charges of any kind imposed by any federal, state, or local governmental entity on any amounts payable by the Company to Service Provider hereunder except for any taxes imposed on, or with respect to, Service Provider's income, revenues, gross receipts, personnel, or real or personal property or other assets.

**7. INSURANCE.** During the term of this Agreement, Service Provider represents and warrants that as an independent contractor it has in force, and will maintain in force, adequate worker's compensation, commercial general liability, errors and omissions, and other forms of insurance sufficient to protect and indemnify Company, and each of its officers, directors, partners, principals, agents, servants, and employees, from any losses resulting from the conduct, actions or omissions of Service Provider, its officers, directors, partners, agents, servants and employees. Service Provider will forward to Company, within thirty (30) business days of the Effective Date and prior to commencing Work on the Project, a certificate of insurance listing Company as an additional insured and verifying Service Provider is insured in policy amounts sufficient to meet its obligations hereunder for all matters relating to its Work on the Project.

## **8. CONFIDENTIALITY.**

(a) Non-Disclosure. Service Provider and the Company acknowledge that in the course of providing and/or receiving the Services under this Agreement, they have each had, and will continue to have, access to the other party's Confidential Information (defined below), and that each party has a legitimate protectable interest in their Confidential Information and in the goodwill and business prospects associated therewith. Each party agrees that it will not, at any time during the Term of this Agreement, and for a period of five (5) years thereafter, use or disclose, or cause to be used or disclosed, directly or indirectly, any of the other party's Confidential Information, except as may be required by applicable Law. Each party further agrees that, with respect to trade secrets, as defined by Law, the foregoing restrictions on the use or disclosure of information shall remain in effect for as long as such information qualifies as a trade secret remains subject to such privilege.

(b) Definition of Confidential Information. For purposes of this Agreement, the term "Confidential Information" means any and all non-public information (whether written, oral, electronically transmitted or otherwise) provided by one party (the "Disclosing Party") to the other (the "Receiving Party") related to any aspect of the proprietary and confidential business or affairs of the Disclosing Party or the products or services which have value to the Disclosing Party and which are not known to the public or to the Disclosing Party's competitors, generally. Confidential Information shall include, without limitation: (i) inventions, service formulations and specifications, intellectual property, information about services under development, research, development or business plans, service processes, financial information, acquisition information, customer and supplier lists, information about orders from and transactions with customers and suppliers, sales and marketing strategies and plans, pricing information, personnel information, business records and information about legal matters; and (ii) information that is marked or otherwise designated as confidential or proprietary by the party. Notwithstanding the foregoing, no information shall be considered to be Confidential Information which (i) is or becomes generally available to the public other than as a result of disclosure by the Receiving Party; (ii) was known to the Receiving Party prior to disclosure to the receiving party by the Disclosing Party; (iii) is or becomes available to the Receiving Party from a source other than the Disclosing Party who is not known by the Receiving Party to be under an obligation of confidentiality with the Disclosing Party or (iv) is independently developed by the Receiving Party without use of the Confidential Information, as demonstrated by business records.

(c) Return of Property. Upon the termination of this Agreement, or upon request by the Disclosing Party at any time, the Receiving Party shall immediately return to the Disclosing Party all property, documents, records and materials belonging and/or relating to the Disclosing Party and all copies of such material.

## **9. INTELLECTUAL PROPERTY.**

(a) Deliverables. Except as set forth in Section 9(b) intellectual property rights, including copyrights, patents, patent disclosures and inventions (whether patentable or not), trademarks, trade secrets, know-how, and other confidential information, trade dress, trade names, logos, corporate names and domain names, together with all of the goodwill associated therewith, derivative works and all other rights (collectively, "Intellectual Property Rights") in and to the Deliverable that may be prepared by or on behalf of Service Provider in the course of performing the Services described in the applicable SOW shall be owned exclusively by Customer.

(b) Pre-Existing Intellectual Property. Service Provider retains ownership of all right, title, and interest in and to Service Provider's pre-existing intellectual property rights, including, without limitation: (i) reports, writings, abstracts, summaries, drawings, flow charts, images, artwork documents, know-how, technology, inventions, discoveries, processes, techniques, methods, methodologies, business processes, ideas, concepts, research, proposals, materials, that are created, prepared, produced, authored, edited, amended, conceived, or reduced to practice by the Service Provider solely or jointly with others; (ii) all computer programs (both source code and object code), software, firmware, designs, application programs, operating systems, scripts, animation sequences, interfaces, programming code, applets, executables, objects, formats or page descriptions, data, databases, computer architecture or hierarchies, files and utilities; (iii) all supporting documentation for any of the foregoing, including input and output formats, listings, narrative descriptions, operating instructions and training documentation; and (iv) all tangible media upon which any of the foregoing are recorded, including, without limitation, disks, CDs, tapes, chips or photographs (collectively "Pre-Existing Intellectual Property"). All Intellectual Property rights in and to Service Provider's Pre-Existing Intellectual Property shall be owned exclusively by Service Provider and its licensors. Service Provider and its licensors shall also exclusively own all right, title, and interest in and to any and all enhancements, improvements, modifications, and any other derivative works of Service Provider's Pre-Existing Intellectual Property, whenever conceived, developed or otherwise created, either before or during the Term of this Agreement, or after its termination or expiration. For clarity, Service Provider and its licensors shall retain ownership of all Pre-Existing Intellectual Property incorporated into the Deliverables, as well as the rights to any pre-existing third-party software or other works licensed by Service Provider from third parties that may be contained in any of the Deliverables. Service Provider grants the Company a limited, irrevocable, perpetual, fully paid-up, royalty-free non-transferable, non-sublicensable, non-exclusive license to use, reproduce, display, distribute, transmit, modify (including to create derivative works) Pre-Existing Intellectual Property to the extent incorporated in the Deliverables. All other rights in and to Pre-Existing Intellectual Property are expressly reserved by Service Provider. The aforementioned license does not include the right to use any of the Pre-Existing Intellectual property separately or independently from the Deliverables.

## **10. TERM & TERMINATION OF AGREEMENT.**

(a) Term. The initial term of this Agreement (the "Term") shall commence on the Effective Date and terminate on the earlier to occur of: (i) the date that the Services are fully performed and the Company has received and accepted all Deliverables required in connection with the Services as set forth in Exhibit A, or (ii) [INSERT DATE], unless this Agreement is otherwise amended or earlier terminated in accordance with the provisions of this Agreement.

(b) Early Termination. Notwithstanding the foregoing, this Agreement may be terminated prior to the expiration of such Term: (i) by mutual written agreement of the parties, or (ii) upon the occurrence of any of the following:

(1) Termination upon Default, Cure. At the option of the non-defaulting party, by written notice to the other, if the other party shall default in any material respect in the performance of any of its obligations hereunder, and such default is not cured within thirty (30) days after written notice from the non-defaulting party specifying the nature of the default (or

if the default cannot reasonably be cured within thirty (30) days, such additional period of time as is reasonable necessary to cure such default not to exceed ninety (90) days; provided, however, that best efforts to cure the default have commenced and are being diligently pursued to completion).

**11. INDEMNIFICATION, LIMITATION OF LIABILITY**

(a) Each Party (the “Indemnifying Party”) shall indemnify and hereby indemnifies, defends and holds harmless the other party and its parent, subsidiaries and affiliates (including without limitation their respective shareholders, members, patrons, partners (general and/or limited), trustees, directors, officers, managers, agents, representatives, and employees (the “Indemnified Party”), from and against any claims, damages, demands, suits, actions, judgments, liabilities, defaults, investigations, responses to discovery requests, or any other costs and expenses, including reasonable attorneys’ fees (collectively, “Losses”) resulting from or in connection with: (i) bodily injury to, or death of, persons or damage to or destruction of property, to the extent directly caused by or arising out of any negligent act or omission or willful misconduct of either party or anyone acting under either party’s direction or control or on either party’s behalf in connection with or incident to the performance of the Services, or (ii) third party allegations that any Services or Deliverables, or any portion thereof infringe that third party’s copyright, patent, trademark, trade, name, trade secret, or any other intellectual property rights.

(b) Each Party’s indemnification obligations under this Agreement are conditioned on (i) the Indemnified Party providing timely notice of any claim or proceeding to the Indemnifying Party under which it intends to seek to enforce the indemnification obligations; provided, however, that an Indemnified Party’s failure to notify the Indemnifying Party under this Section 11(b) will relieve the Indemnifying Party of its obligations under Section 11(a) only if and only to the extent the Indemnifying Party was prejudiced by not receiving timely notice of the claim, and (ii) the Indemnified Party fully cooperating with the Indemnifying Party, including making all defenses available to the Indemnifying Party that would be available to the Indemnified Party. The obligations of Indemnifying Party to indemnify and hold the Indemnified Party harmless under Section 11(a) exclude Losses resulting from proven and adjudicated grossly negligent acts or omissions solely attributable to the Indemnified party.

(c) LIMITATION OF LIABILITY; EXCLUSION OF DAMAGES. EXCEPT FOR LIABILITY RESULTING FROM EITHER PARTY’S BREACH OF THE OBLIGATIONS OF CONFIDENTIALITY UNDER SECTION 8, IN NO EVENT SHALL EITHER PARTY BE LIABLE TO THE OTHER FOR INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO LOSS OF PROFIT, LOSS OF REVENUE OR LOSS OF OPPORTUNITY IN CONNECTION WITH THIS AGREEMENT. IN NO EVENT SHALL EITHER PARTY’S LIABILITY FOR DIRECT DAMAGES RELATED TO THIS AGREEMENT EXCEED THE AMOUNT PAID BY THE COMPANY TO SERVICE PROVIDER DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM. THESE LIMITATIONS OF LIABILITY APPLY REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE, EVEN IF NOTIFIED OF THE POSSIBILITY OR LIKELIHOOD OF SUCH DAMAGES.

**12. MISCELLANEOUS.**

(a) Entire Agreement; No Waiver. This Agreement (and any all exhibits attached hereto) contains the entire agreement between the parties relating to Service Provider's performance of the Services. None of the terms of this Agreement shall be deemed to be waived or amended by either party unless such waiver or amendment specifically references this Agreement and is in writing signed by the party to be bound. Waiver by either party of any default by the other will not be deemed a waiver by such party of any default by the other that may thereafter occur.

(b) Independent Service Providers; No Agency. Nothing contained in this Agreement shall be deemed or construed to create the relationship of partners, members, joint venturers, employer-employee, principal-agent, licensor-licensee or any other relationship other than that of independently contracting parties. Neither party shall have any authority under this Agreement other than as expressly provided herein, and neither party shall have any right, power or authority, either express or implied, to incur any indebtedness, make any representations or create any contract or obligation on behalf of, in the name of, or binding upon the other party, unless the other party shall consent thereto in writing.

(c) Force Majeure. No party shall be liable or responsible to the other party, or be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement or applicable SOW when and to the extent such failure or delay is caused by or results from acts beyond the impacted party's ("Impacted Party") reasonable control, including, without limitation, the following force majeure events ("Force Majeure Event(s)": (a) acts of God; (b) flood, fire, earthquake, pandemics, epidemics, or explosion; (c) war, invasion, hostilities (whether war is declared or not), terrorist threats or acts, riot or other civil unrest; (d) government order, law, or actions; (e) embargoes or blockades in effect on or after the date of this Agreement; (f) national or regional emergency; (g) strikes, labor stoppages or slowdowns, or other industrial disturbances; (h) telecommunication breakdowns, power outages or shortages, , inadequate transportation services, or inability or delay in obtaining supplies of adequate or suitable materials; and (i) other similar events beyond the reasonable control of the Impacted Party.

(d) Notices. All notices given under this Agreement shall be in writing and may be delivered: (i) by hand; (ii) by United States mail, certified or registered, return receipt requested; (iii) by reputable international overnight or other express courier service; (iv) by facsimile transmission if followed by overnight courier service; or (v) by electronic mail if followed by overnight courier service. Notices shall be deemed to have been received: if hand delivered, when so delivered; if mailed, five (5) days after deposit as certified or registered mail; if by courier, on the date scheduled for delivery; if by facsimile transmission, on the date shown on the confirmation of the transmission generated by the sending machine; and if by electronic mail, when so delivered. All notices shall be sent to the addresses, facsimile numbers and/or email addresses set forth below (or at such address or facsimile number as the receiving party may specify from time to time in accordance with this Section):

If to The Company:      City of Grinnell  
                                         Telephone: 641-236-2600

If to the Service Provider: Franklin Energy Services, LLC  
Legal Department  
at 102 N. Franklin Street  
Port Washington, WI 53074  
[legal@franklinenergy.com](mailto:legal@franklinenergy.com)

(d) Assignment. This Agreement shall be binding upon, and inure to the benefit of, the parties, their successors and assigns. Neither party shall assign this Agreement or any interest under the Agreement without the prior written consent to the other party, such consent will not be unreasonably withheld or delayed; provided, however, that the Service Provider may in its discretion assign this Agreement or any of its rights or obligations under this Agreement to any parent, subsidiary or affiliated business entity of the Service Provider or in the event of a merger, acquisition, the sale or transfer of majority of the assets, or change of control.

(e) Governing Law; Severability. This Agreement shall be governed by, and construed in accordance with, the internal laws of the State of Delaware and the United States of America. If any portion of this Agreement is found by a court of competent jurisdiction to be illegal, invalid or unenforceable, such portion shall be deleted, and all other terms and conditions of this Agreement shall remain in full force and effect.

(f) No Third-Party Beneficiaries. Nothing in this Agreement is intended to create any rights by persons not a party to this Agreement, and no other party will be construed to be a third-party beneficiary of this Agreement or otherwise have any legal or equitable rights as a result of this Agreement.

(g) Survival. Upon termination or expiration of this Agreement for any reason, the sections that by their nature should survive termination shall continue with the same force and effect as if this Agreement were continuing had not been terminated.

(h) Counterparts; Facsimile/PDF Signatures. This Agreement may be executed in any number of counterparts, each of which shall be considered an original and all of which shall constitute one and the same instrument. Facsimile signatures or signatures received in “.pdf” or other digital file format to this Agreement, or any counterpart of this Agreement, shall all have the same force and effect for all purposes as original signatures on this Agreement.

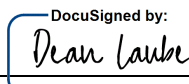
(Signatures to follow on the next Page)

IN WITNESS WHEREOF, authorized representatives of the parties have executed this Agreement as of the Effective Date.

**“COMPANY”: City of Grinnell**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**“Service Provider” Franklin Energy Services, LLC:**

By:  \_\_\_\_\_  
Name: 312B57B8FC1542D...  
Dean Laube \_\_\_\_\_  
Title: Vice President \_\_\_\_\_  
Date: 2/26/2026 \_\_\_\_\_

**Exhibits Required to Be Attached:**

Exhibit A:      Scope of Work

**Exhibit A**  
**Scope of Work**

Agreement to Perform Energy Services from Franklin Energy

1. Scope of Work

Franklin Energy will provide engineering services to City of Grinnell including customer-facing energy assessments as outlined below.

- Turnkey delivery of an on-site energy efficiency focused Commercial & Industrial customer assessment.
- Assessment will include evaluation of energy saving opportunities.
- Deliverable includes a customer-facing report that provides description of opportunity, estimate of savings and any applicable incentives.
- Deliverable includes a virtual report read out generally conducted 2-4 weeks after report is delivered.

2. Estimated Budget

Franklin Energy will provide engineering services to complete energy assessments on a time and material basis using the billable rates below. All assessments must be approved by Company before proceeding.

Table 1 2026 Billable Rates

Job Description	*Billable Rates 2026
Engineer II	\$120.00/hr
Engineer III	\$180.00/hr
Energy Advisor I	\$106.00/hr
Engineering Manager/Regional Technical Manager	\$185.00/hr
Program Manager	\$179.00/hr
Expenses incurred would be passed through based on receipts and current federal mileage rate.	
*Rates and scope to be reviewed annually of each program year.	