Item # 18
Date: 11/23/26

RESOLUTION NO. 052 (2026/2027)

A RESOLUTION APPROVING A SERVICE AGREEMENT WITH MERCHANT MCINTYRE & ASSOCIATES, LLC FOR FEDERAL FUNDING AND CONSULTING SERVICES

WHEREAS, the City of Nevada, Iowa, desires to explore federal funding opportunities through the Congressionally Directed Spending (earmark) process to support potential City projects; and

WHEREAS, Merchant McIntyre & Associates, LLC provides strategic advisory and project development services to assist municipalities in identifying, developing, and positioning projects for federal funding consideration; and

WHEREAS, Merchant McIntyre & Associates, LLC has proposed a Service Agreement, effective December 1, 2026, for a one-time flat professional fee of $8,800.00, which includes strategic guidance, project evaluation, consultation services, and access to funding development resources as outlined in Exhibit A of the Agreement; and

NOW, THEREFORE, be it resolved by the City Council of Nevada, Iowa

Section 1. The City Council hereby approves the Service Agreement with Merchant McIntyre & Associates, LLC for federal funding consulting services in the amount of $8,800.00.

Section 2. The City Administrator is hereby authorized to execute the Agreement on behalf of the City of Nevada, Iowa.

Passed and approved November 23, 2026.

_____
Ryan Condon, Mayor

Attest:

_____
Erin Mousel, City Clerk

MERCHANT MCINTYRE ASSOCIATES

SERVICE AGREEMENT

THE CITY OF NEVADA, IA (the "Client") agrees to retain **MERCHANT MCINTYRE & ASSOCIATES, LLC**, a Delaware limited liability company with a principal place of business in Washington, D.C. ("MM") (together, the "Parties"), for federal funding consulting services commencing on December 1, 2026 (the "Effective Date").

PROFESSIONAL FEE. Client agrees to pay MM a one-time, flat professional fee of **$8,800.00** for the services rendered under this Agreement.

DELIVERABLES. MM agrees to provide the deliverables set forth in **EXHIBIT A**, attached hereto.

CONGRESSIONAL DEADLINES AND CLIENT RESPONSIBILITIES. Client acknowledges that all services are contingent upon deadlines established by the U.S. House of Representatives, U.S. Senate, and individual congressional offices. Client is solely responsible for providing all requested information, documentation, and approvals within MM-established timeframes and for the timely and complete submission of congressional funding requests. MM provides advisory and application development services but does not submit requests on Client's behalf.

FAILURE TO MEET DEADLINES; FORFEITURE OF SERVICES. Client acknowledges that failure to meet congressional or MM-established deadlines may result in forfeiture of some or all services under this Agreement. MM shall not be liable for missed opportunities, incomplete submissions, or services rendered unavailable due to Client's failure to meet such deadlines. In such circumstances, no refund, credit, or reduction of the professional fee shall be provided, and MM shall have no obligation to extend or substitute services beyond the applicable congressional appropriations cycle.

PROPRIETARY INFORMATION. All tools, templates, guidance materials, examples, databases, methodologies, training materials, and other resources provided by MM (collectively, the "Proprietary Materials") are provided solely for Client's internal use in connection with the project contemplated by this Agreement. Client shall not copy, reproduce, distribute, publish, license, sell, share, disseminate, or otherwise make the Proprietary Materials available to any third party.

Client shall not use the Proprietary Materials for the benefit of any other organization, project, consultant, or service provider. All Proprietary Materials remain the exclusive intellectual property of MM, and no ownership rights are transferred to Client under this Agreement.

Upon expiration or termination of this Agreement for any reason, Client's right to access, use, or rely upon MM's Proprietary Materials shall immediately cease. Client shall not distribute, reproduce, publish, share, or otherwise disseminate any Proprietary Materials following termination of this Agreement. Notwithstanding the foregoing, Client may retain copies of project-specific work product and materials developed for Client's internal use in connection with the project contemplated by this Agreement.

The restrictions contained in this Section shall survive the expiration or termination of this Agreement and remain in full force and effect thereafter.

TERMINATION OF SERVICES. If Client becomes materially nonresponsive, fails to provide requested information in a timely manner, or materially changes the proposed project scope after substantial work has commenced, MM reserves the right to suspend or terminate services upon written notice. In the event MM terminates services due to project infeasibility, nonresponsiveness, or substantial changes in project direction, MM shall retain all fees paid through the date of termination.

ASSIGNMENT. No other party shall assign any of its rights or delegate any of its duties or obligations under this Agreement without the express written consent of the other party.

* * *

IN WITNESS THEREOF, the parties hereto have executed or approved this Agreement on the dates below their signatures.

_____	_____
Brent W. Merchant	Jordan Cook
Principal and Co-Founder	City Administrator
Merchant McIntyre & Associates, LLC	City of Nevada, IA
Date: _____	Date: _____

EXHIBIT A

SCOPE OF WORK AND DELIVERABLES

MERCHANT MCINTYRE & ASSOCIATES, LLC ("MM") will provide limited strategic advisory and project development support to **THE CITY OF NEVADA, IA** ("Client") (together, the "Parties") to assist in identifying, developing, positioning, and submitting projects for consideration through the Congressionally Directed Spending ("CDS" or "earmark") process.

The Parties acknowledge that MM's services under this Agreement are consultative in nature and intended to support the Client's internal project development efforts. MM does not guarantee the selection, funding, advancement, or award of any earmark request.

1. **STRATEGIC EARMARK ADVISORY SERVICES**
   MM will provide advisory support intended to assist Client in evaluating, preparing, and positioning a prospective earmark project for congressional consideration. Services may include:
   a. General orientation to the congressional earmark process, timelines, and applicable appropriations accounts;
   b. Preliminary assessment of project alignment with available earmark funding mechanisms and congressional priorities;
   c. Guidance regarding project framing, competitiveness, and positioning considerations;
   d. Provision of sample materials, templates, funded project examples, and other proprietary MM tools and resources;
   e. Recommendations regarding congressional engagement strategy and timing; and
   f. Limited review and feedback on draft earmark materials prepared by Client.

2. **CONSULTATIONS AND DELIVERABLES**
   MM will provide the following during the Term of this Agreement:
   a. One (1) initial 30-minute preparation consultation focused on project identification, funding alignment, and project development strategy.
   b. One (1) 30-minute review consultation focused on competitiveness, project positioning, and application feedback.
   c. Two (2) additional 30-minute support consultations, to be scheduled as mutually agreed upon, addressing follow-up questions, process developments, or project execution considerations.
   d. Access to selected MM proprietary earmark development tools, templates, and guidance materials identified by MM as appropriate for Client's project.

   Unless otherwise agreed in writing, consultations are expected to be conducted virtually and are limited to the timeframes outlined above.

3. **CLIENT RESPONSIBILITIES**
   Client acknowledges that successful earmark development requires substantial participation and responsiveness. Client therefore agrees they shall be responsible for:
   a. Identifying and prioritizing the proposed project;

b. Preparing and supplying all substantive project information, budgets, supporting documentation, and institutional approvals;
c. Drafting initial application materials unless otherwise agreed by the Parties;
d. Ensuring the accuracy and completeness of all information submitted to MM or Congress;
e. Making final decisions regarding project scope, submission, and congressional outreach and advocacy strategy and/or activity.
f. Submitting all final project materials, applications, and supporting documentation through the applicable congressional office portals or other designated submission mechanisms within established deadlines.

Client further acknowledges that congressional deadlines, eligibility requirements, and application procedures may change with limited notice.

4. PROJECT VIABILITY AND STRATEGIC DISCRETION

The Parties acknowledge that not all projects are viable candidates for congressional earmark funding. MM reserves the right, in its professional judgment, to advise Client that:

a. A proposed project may not align with current congressional priorities or appropriations guidance;
b. A project may not be sufficiently competitive for submission; or
c. Additional development, local support, matching funds, or institutional readiness may be necessary before pursuing earmark funding.

If MM reasonably determines that a proposed project is unlikely to be viable or competitive, MM may recommend modifying, delaying, or discontinuing pursuit of the project. Such strategic guidance shall not constitute a breach of this Agreement.

5. LIMITATIONS OF SERVICES

Unless expressly stated otherwise in this Agreement, MM's services do not include:

a. Full drafting of earmark applications or supporting narratives;
b. Preparation of engineering, architectural, environmental, legal, or financial documentation requested by congressional or committee staff;
c. Direct lobbying activities or legislative advocacy;
d. Ongoing grant administration or post-award compliance services; or
e. Unlimited revisions, meetings, or project management support.

Additional services beyond the scope described herein are not included under this Agreement. If Client elects to pursue additional services, such services shall require a separate written engagement agreement or amendment to this Agreement and will be subject to additional fees.

6. NO GUARANTEE OF FUNDING

Client acknowledges that congressional earmarks are highly competitive and subject to political, legislative, budgetary, and procedural factors outside MM's control.

MM makes no representation or warranty regarding:

a. Whether Congress will continue the earmark process in a given fiscal year;

b. Whether any Member of Congress will accept or select Client's request; or
c. Whether any project will ultimately receive federal funding.

7. SCHEDULING AND TIMING

MM's recommendations regarding project timelines are advisory only and may change based on congressional activity, appropriations committee schedules, agency guidance, or Member office procedures.

Client understands and agrees that delays in providing requested information or approvals may negatively affect project competitiveness or submission readiness.

####