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April 2022

AGREEMENT

Between the Des Moines Area Metropolitan Planning Organization and Mid-Iowa Planning Alliance for Community Development

This document is intended to memorialize the Agreement (“Agreement”) between the Des Moines Area Metropolitan Planning Organization (“MPO”) and the Mid-Iowa Planning Alliance for Community Development (“MIPA”) (MPO and MIPA collectively “Parties”)

WHEREAS, MPO desires to facilitate the growth and establishment of MIPA; and

WHEREAS, MPO desires to provide MIPA certain services to effectuate that growth and establishment; and

WHEREAS, MIPA agrees to compensate MPO in exchange for certain agreed-upon services;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, Parties herein hereby agree as follows:

MIPA Employee

MIPA will initially hire a senior planner (“MIPA Employee”) to perform functions exclusively on behalf of MIPA. MIPA may make the decision to hire additional employees in consultation with the MPO (“MIPA Employees”).

MPO will provide MIPA Employees support, and supplemental planning assistance, as follows:

- 1 **General Office Support**. The MPO will provide general office support for MIPA Employees.
 - a. **Basic Services**: The MPO will:
 - i. Provide office space, office supplies, bookkeeping, payroll, and other administrative support necessary for MIPA to function as an organization. The MPO will also facilitate the provision of employee benefits for MIPA Employees.
- 2 **Supervision**. The MPO will provide supervision services for all MIPA functions and MIPA Employees.
 - a. **Basic Services**: The MPO will:

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- i. Designate the MPO Executive Director to be responsible, or delegate responsibility at their discretion, for the supervision of MIPA activities and MIPA employees.
 - b. Employment: MIPA will:
 - i. Have exclusive rights to hire, discipline, and/or terminate MIPA Employees in consultation with the MPO Executive Director.
- 3 **Supplemental Planning Support**. The MPO will provide supplemental planning support as needed to facilitate the completion of planning projects as mutually agreed upon by both the MPO and MIPA.
 - a. **Basic Services**: The MPO will:
 - i. At the MPO Executive Director's discretion, the MPO will provide planning support staff to supplement the work of MIPA Employees to ensure planning products are completed accurately and in a timely manner. Examples of support including but not limited to are updating the CEDS, writing and administering grants, and completing planning products such as comprehensive plans or zoning ordinances.

Consultant Staff

The MPO will provide key staff people to complete the agreed upon services at the discretion of the MPO's Executive Director ("Director"). MIPA shall recognize that all employees are valued members of the MPO and may contribute to this Project at any given time.

Schedule of Services and Term

The MPO shall commence Services under this Agreement contingent upon both the MPO and MIPA's signatures. Unless terminated as permitted herein, the term of this Agreement shall be from the date the contract is agreed upon until cancelled by either party.

Compensation

MIPA shall compensate MPO for the above-referenced services at an amount mutually agreed upon annually during budget preparations by MPO and MIPA. The MPO will invoice MIPA at the MPO's convenience as a percentage of the total, for expenses

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incurred to date as allowed as charges toward that total amount for Project services, except for the final payment, which will be used to collect the remainder due.

Payment for Extra Services

MIPA authorized Services outside of the scope of this agreement shall be paid by MIPA only upon certification that the claimed Extra Services were authorized in writing in advance by MIPA and the MPO, that the price and expenses are agreed upon by MIPA and the MPO, and that the Extra Services have been satisfactorily completed.

Ownership of Data

The MPO shall deliver to MIPA as needed a complete set of planning records, including without limitation all documents generated by the MPO and copies of all documents exchanged with or copied to or from all other planning participants. All records are property of MIPA, whether or not those records are in the MPO's possession. All such documents and records shall be deemed Public Records under Iowa Code Chapter 22. MIPA will be deemed the custodian thereof and the MPO will cooperate with MIPA to make timely responses to appropriate requests for information.

Termination

If any party should desire to terminate the services of this Agreement, such termination may be accomplished by the giving of sixty (60) days written notice to the other party. Payment shall be made to the MPO for services rendered by the MPO to the date of termination, plus expenses directly attributable to such termination which could not reasonably have been avoided and for which the MPO is not otherwise compensated, subject to any off-setting claims for the breach of this Agreement. In the event of litigation to resolve any dispute(s) arising under this Agreement or its performance, the prevailing party will be entitled to recover attorney fees and costs in addition to any remedies available at law or in equity.

Indemnity

To the furthest extent permitted by law, MIPA shall defend, indemnify, and hold free and harmless the MPO, its agents, representative, officers, consultants, employees, trustees, and volunteers from any and all claims, demands, causes of action, costs, expenses, liability, loss, damage or injury of any kind, in law or equity, to property or persons,

including personal injury and/or death, directly or indirectly arising out of, connected with, or resulting from the performance of the Services of this Agreement unless a claim is caused by the sole negligence or sole willful misconduct of the indemnified parties.

Contracting

The MPO is expressly authorized to subcontract all or any portion of the services to be performed pursuant to this Agreement provided, however, that the MPO will remain responsible for the quality and timeliness of the work product thus generated, and the MPO must obtain the prior written approval of MIPA regarding the rates to be charged for subcontracted services.

Representations

Each party represents to the other for the purpose of reliance that the signatory below has been duly authorized to sign this Agreement and bind such party.

The term of this Agreement is perpetual and is terminable by either party upon sixty (60) days written notice.

Chair, MPO

Date

Chair, MIPA

Date