

Ogden Housing Needs Study Memorandum of Agreement

Statement of Work and Agreement

THIS AGREEMENT, entered into this ____ day of _____ 2022, by and between the Mid Iowa Planning Alliance for Community Development, hereinafter referred to as the “MIPA” and the City of Ogden, hereinafter referred to as “City”, stipulate:

WITNESSETH:

WHEREAS, the MIPA is a leading planning organization in the Des Moines Metropolitan Region and has the capability and the experience of working collaboratively to implement strategies and projects at the regional and local levels; and,

WHEREAS, the City desires to create a report that catalogues housing conditions in the community, housing needs, and identifies strategies to alleviate identified issues;

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

The City will pay the MIPA a lump sum amount of \$6,500 to complete the following activities for the housing needs study, hereinafter referred to as the “Project”:

- 1 **Housing Needs Study**. The MIPA will provide to the City a housing needs study based upon the desires of officials and the public.
 - a. **Basic Services**: The MIPA will:
 - i. Be responsible for the professional quality and technical accuracy of the project as well as coordination with other plans, studies, reports, and other pertinent information.
 - ii. Coordinate services with the City and other entities and organizations as deemed applicable, including stakeholders located outside the City.
 - b. **Content**: The MIPA will create a report of the current conditions of the City’s housing. The MIPA will also identify housing strategies that will help the City with identified deficiencies. Below are the proposed work activities for the MIPA to provide:
 - i. Utilize existing market, census, and other data to identify current housing conditions as well as a comparative analysis with similar communities and the region.
 - ii. Gather qualitative data such as focus groups and survey work to identify local knowledge of the City’s housing that would not be captured in a quantitative analysis.
 - iii. Review the data and identify the City’s needs.
 - iv. Identify housing strategies that will help correct housing issues identified in the City.
 - c. **Deliverables**: The following will be provided by the MIPA:
 - i. The MIPA will provide to the City two (2) hard copies and one (1) copy in electronic format of a draft of the housing needs study.
 - ii. The MIPA will present to and work with City working groups and other City officials and Boards as necessary to review and update the draft(s) to suit the City’s needs.
 - iii. Based on all information and recommendations received in response to the initial draft(s), the MIPA shall provide the City two (2) hard copies and one (1) copy in electronic format of a revised final version of the completed report.
 - d. **Meetings**: The MIPA shall, at the City’s direction, attend official City meetings and

present information relating to housing for review, consideration, and approval.

- e. **Timeframe:** The MIPA shall commence with the project upon the execution of this contract. The following are proposed project milestones, subject to change upon agreement by both parties:
 - i. **September, 2023:** Execute contract, begin data collection, begin working the City for qualitative study.
 - ii. **October, 2023:** Finalize data collection and begin housing needs and strategies analysis.
 - iii. **November, 2023:** Present a draft report to various City stakeholders for review.
 - iv. **Early December, 2023:** Finalize report for the City's adoption.

Consultant Staff

The MIPA will provide key staff people to complete the agreed upon services at the discretion of the MIPAs Executive Director, hereinafter referred to as the "Director". The City shall recognize that all employees are valued members of the MIPA and may contribute to this Project at any given time.

Schedule of Services and Term

The MIPA shall commence Services under this Agreement contingent upon both the MIPA and the City's signatures. Unless terminated or otherwise cancelled as permitted herein, the term of this Agreement shall be from the date the contract is agreed upon until January 31, 2024. The City will make adequate space available at venues convenient to the public for input meetings and hearings without charge to the MIPA.

Compensation

As compensation, the City agrees to reimburse the MIPA in the amount of **US \$6,500** for the Project services. The MIPA may invoice the City at the MIPA's convenience as a percentage of the total, for expenses 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. The MIPA may also choose to invoice the City when it is convenient for the City as mutually agreed upon by both parties.

Payment for Extra Services

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

Ownership of Data

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

Termination

If any party should desire to suspend or terminate the services of this Agreement, such suspension or termination may be accomplished by the giving of sixty days written notice to the other party. Payment shall be made to the MIPA for

services rendered by the MIPA to the date of termination, plus expenses directly attributable to such termination which could not reasonably have been avoided and for which the MIPA is not otherwise compensated, subject to any offsetting 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, the City shall defend, indemnify, and hold free and harmless the MIPA, 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.

Representations

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

Des Moines Area MIPA

City of Ogden

Signed: _____

Signed: _____

By: R. Todd Ashby

By: Mark Trueblood

Title: Executive Director

Title: Mayor