

## Marion County Subdivision Regulations Update Memorandum of Agreement

### Statement of Work and Agreement

**THIS AGREEMENT**, entered into this \_\_\_\_ day of \_\_\_\_\_ 2023, by and between the Mid Iowa Planning Alliance for Community Development, hereinafter referred to as “MIPA” and Marion County, hereinafter referred to as “County”, stipulate:

#### WITNESSETH:

**WHEREAS**, Iowa Code §354.1 outlines parameters for “counties to establish and enforce ordinances regulating the division and use of land . . . to encourage orderly community development and provide for the regulation and control of the extension of public improvements, public services, and utilities, the improvement of land, and the design of subdivisions, consistent with an approved comprehensive plan or other specific community plans.” and,

**WHEREAS**, MIPA is a leading planning organization in the central Iowa 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 County desires to update its subdivision regulations to be better suited for Marion County’s needs;

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

The County will pay MIPA a lump sum amount of \$20,000 to complete the following activities for the subdivision regulations, hereinafter referred to as the “Project”:

- 1 **Subdivision Regulations**. MIPA will update the County’s subdivision regulations based on the desires of staff, elected officials, and the general public.
  - a. **Basic Services**: 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 County and other entities and organizations as deemed applicable, including stakeholders located outside the County.
  - b. **Content**: MIPA will update the County’s subdivision regulations, Chapter 56, as needed. MIPA will provide at least one (1) public input session in order to get input on the proposed subdivision regulation changes. Below are the proposed work activities for MIPA to provide:
    - i. Update the inconsistencies within the subdivision regulations.
    - ii. Update the subdivision regulations to better reflect the current practices of County departments.
    - iii. Update the text to ensure harmonization with the Iowa Code.
    - iv. Add text and update the language identified by County staff.
    - v. General review and recommendations made by MIPA staff on other potential changes as needed.
  - c. **Deliverables**: The following will be provided by MIPA:

- i. MIPA will provide to the County two (2) hard copies and one (1) copy in electronic format of a draft of the subdivision regulation changes.
- ii. MIPA will present to and work with County working groups and other County officials and Boards as necessary to review and update the draft(s) to suit the County's needs.
- iii. Based on all information and recommendations received in response to the initial draft(s), MIPA shall provide the County two (2) hard copies and one (1) copy in electronic format of a revised final version of the completed zoning ordinance amendments. MIPA will present the final amendments to the Planning and Zoning Commission and to the Board of Supervisors.
- d. Meetings: MIPA shall, at the County's direction, attend official County meetings and present information relating to the subdivision regulation amendment(s) for review, consideration, and approval.
- e. Timeframe: 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. **April**: Execute contract.
  - ii. **May – June**: Conduct research, seek input from Marion County staff and other stakeholders. Create draft documents based on input
  - iii. **July – August**: Present draft documents to staff for review and updates. Present drafts to the Planning & Zoning Commission.
  - iv. **September – December**: Solicit public feedback, approval from Planning & Zoning Commission, and review and approval from the Board of Supervisors.

### **Consultant Staff**

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

### **Schedule of Services and Term**

MIPA shall commence Services under this Agreement contingent upon both MIPA and the County'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 County will make adequate space available at venues convenient to the public for input meetings and hearings without charge to MIPA.

### **Compensation**

As compensation, the County agrees to reimburse MIPA in the amount of **US \$20,000** for the Project services. MIPA may invoice the County at 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. MIPA may also choose to invoice the County when it is convenient for the County as mutually agreed upon by both parties.

### **Payment for Extra Services**

County authorized Services outside of the scope of this agreement shall be paid by the County only upon certification that the claimed Extra Services were authorized in writing in advance by the County and MIPA, that the price and expenses are agreed upon by the County and 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, MIPA shall deliver to the County a complete set of planning records, including without limitation all documents generated by MIPA and copies of all documents exchanged with or copied to or from all other planning participants. All records are property of the County, whether or not those records are in MIPA’s possession. All such documents and records shall be deemed Public Records under Iowa Code Chapter 22. The County will be deemed the custodian thereof and MIPA will cooperate with the County 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 MIPA for services rendered by MIPA to the date of termination, plus expenses directly attributable to such termination which could not reasonably have been avoided and for which MIPA 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, the County shall defend, indemnify, and hold free and harmless 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.

**Mid-Iowa Planning Alliance for  
Community Development**  
420 Watson Powell Jr Way, Suite 200  
Des Moines, IA 50309

**Marion County**  
214 E Main St  
Knoxville, IA 50138

Signed: \_\_\_\_\_  
By: Brenda Dryer  
Title: MIPA Board Chair

Signed: \_\_\_\_\_  
By: Kisha Jahner  
Title: Board of Supervisors Chair