

**Marion County Periodic Zoning Staff Support
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 working in planning and zoning; and,

WHEREAS, the County desires to have on-demand assistance with reviewing site plans and new subdivisions;

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

The County will pay MIPA an hourly rate to periodically complete the following activities, hereinafter referred to as the “Project”:

1. **Site Plan and Subdivision Review**. As needed, the County Zoning Administrator may request site plan or subdivision review by MIPA.
 - 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.
 - b. **Content**: MIPA will
 - i. Review the site plan for compliance with Chapter 55 of the Marion County Code of Ordinances. MIPA will prepare a staff report that outlines facts and clearly delineates compliance with the requirements outlined in Chapter 55.
 - ii. Review the proposed subdivision for compliance with Chapter 56 of the Marion County Code of Ordinances. MIPA will prepare a staff report that outlines facts and clearly delineates compliance with the requirements outlined in Chapter 56.
 - c. **Deliverables**: The following will be provided by MIPA:
 - i. MIPA will provide one (1) copy in electronic format of the staff report to the County Zoning Administrator.
 - ii. MIPA will be available to the County Zoning Administrator to answer questions and go over any concerns outlined in the staff report.
 - d. **Meetings**: The intent is that work will be a in a supportive nature. However, MIPA shall,

- at the County's direction, attend official County meetings and be available for questions.
- e. Timeframe: MIPA shall commence with the Project upon the execution of this contract. The frequency of the involvement shall be at the discretion of Marion County.

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 **June 30, 2024**.

Compensation

As compensation, the City agrees to reimburse MIPA for the Project at an hourly cost-for-work basis plus the actual cost of all reimbursable expenses incurred in connection with the Project.

Hourly Cost-for-Work: MIPA shall charge a rate of \$85 per hour for time MIPA personnel spends on the Project. This cost is indicative of the salaries and benefits paid to all personnel directly engaged in the Project, as well as indirect costs associated with those employees. Statutory and customary benefits include, but are not limited to, social security, unemployment, excise and payroll taxes, workman's compensation, health and retirement benefits, sick leave, vacation, and holiday pay. This rate is based on personnel costs through June 30, 2024.

Reimbursable Expenses: Any additional direct expenses incurred in connection with the project, such as transportation costs to meetings, reproduction of file material, supplies, and similar Project related items in connection with the Project.

MIPA may invoice the City at MIPA's convenience as expenses are incurred.

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 (60) 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