

SIMPCO AGREEMENT FOR SERVICES WITH

COUNTY OF

WOODBURY, IOWA


COMPREHENSIVE PLAN

- Article 1.0 IDENTIFICATION OF PARTIES. This agreement is entered into by and between the Siouxland Interstate Metropolitan Planning Council, hereinafter referred to as SIMPCO, and the County of Woodbury, hereinafter referred to as the County.
- Article 2.0 STATEMENT OF PURPOSE. WHEREAS, the County wishes to engage SIMPCO to provide certain technical and professional services in guiding the County in developing and producing a comprehensive plan document and, WHEREAS, SIMPCO has the authority and necessary ability to perform such services, THEREFORE, the parties hereto do agree as follows:
- Article 3.0 COMMITMENTS. The County and SIMPCO agree to the timeline shown in **Attachment 1.**
- Article 4.0 STATEMENT OF WORK AND SERVICES. SIMPCO and the County hereby form a partnership to complete a Comprehensive Plan. The Plan will generally follow the outline in **Attachment 2.** Said work shall be completed within the timeline established in **Attachment 1,** although it may need to be adjusted during the project period.
- Article 5.0 COST AND PAYMENT. The total cost of the project is \$100,000 (one hundred thousand dollars), of which \$50,000 (fifty thousand) will be funded through SIMPCO’s U.S. Economic Development Administration (EDA) CARES Act grant and \$50,000 (fifty thousand) will be paid by the County of Woodbury. Contributing funds paid by the County of Woodbury shall be made available beginning in FY 2021-2022. In the event the services required of SIMPCO by the County exceed those described in **Attachment 1,** due to circumstances beyond the control of SIMPCO, the County shall pay to SIMPCO such additional sums as the parties agree are necessary to satisfactorily complete the project. In the event this Agreement is terminated prior to completion, the County shall reimburse SIMPCO for its actual costs incurred *or* for a proportionate amount of the work completed, upon receipt of SIMPCO’s statement.
- Article 6.0 ACCOUNTABILITY. SIMPCO agrees to report on project progress on a quarterly basis, as determined by the County Community and Economic Development Director. The County will evaluate in writing the performance of SIMPCO at the project’s end.
- Article 7.0 AMENDMENTS. No amendment to this Agreement shall be enforceable unless it is in writing and signed by both parties.

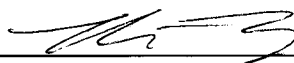
- Article 8.0 RELEASE OF DATA AND FINDINGS. Any and all final reports, information, data, findings, etc., given to, prepared, or assembled by SIMPCO under this agreement shall not be made available to any individual or organization outside the County of Woodbury by SIMPCO prior to the completion of this agreement in its entirety, or without advance written approval of such prior release by the County. Either party may release reports, information, etc., upon completion of the agreement according to public records documents statutes.
- Article 9.0 MAPS. The County will provide the most recent and detailed County maps/shapefiles, if available. These items will be utilized by SIMPCO to perform analysis and to create new maps for the comprehensive plan. All map sources will be credited.
- Article 10.0 PRODUCT TO BE DELIVERED. SIMPCO will provide 3 bound copies and an electronic copy of the final comprehensive plan to the County upon completion of the project. Additional copies shall be provided at cost to the County.
- Article 11.0 EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this contract, Woodbury County agrees as follows: Woodbury County will not discriminate against any employee or application for employment because of age, race, color, religion, creed, sex or national origin. Such action shall include demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Woodbury County agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause and will, in all solicitations for employees placed by or on behalf of Woodbury County, state that all qualified applicants will receive consideration for employment without regard to race, age, color, religion, creed, sex or national origin.

IN WITNESS THEREFORE, the parties hereto have executed this agreement on the day and year specified below.

SIMPCO

BY: 
 Jon Winkel
 Chair, SIMPCO Board of Directors

COUNTY OF WOODBURY

BY: 
 Matthew Ung
 Chairperson, Board of Supervisors
 County of Woodbury

DATE: 12-17-20

DATE: 12-8-20