04/05/16

AGREEMENT FOR SERVICES BETWEEN

COUNTY OF WOODBURY, IOWA AND

SIOUXLAND INTERSTATE METROPOLITAN PLANNING COUNCIL (SIMPCO)

USDA RURAL BUSINESS DEVELOPMENT GRANT APPLICATION

- Article 1.0 <u>IDENTIFICATION OF PARTIES.</u> This agreement is entered into by the County of Woodbury, Iowa, hereinafter referred to as the COUNTY and the Siouxland Interstate Metropolitan Planning Council, hereinafter referred to as SIMPCO.
- Article 2.0 <u>STATEMENT OF PURPOSE.</u> WHEREAS, the COUNTY wishes to engage SIMPCO to provide certain technical and professional services in producing on behalf of the COUNTY a USDA Rural Business Development Grant application and, WHEREAS, SIMPCO has the authority and ability to perform such services, THEREFORE, the parties hereto do agree as follows:
- Article 3.0 SIMPCO COMMITMENT. SIMPCO will agree to the following:
 - 1. Fully complete the grant application with all necessary documentation and public meetings.
- Article 4.0 <u>COUNTY COMMITMENT.</u> The COUNTY will agree to the following:
 - 1. The COUNTY will give approval of the grant prior to submission.
- Article 5.0 <u>COST AND PAYMENT.</u> Fees for preparing the application will be \$1,500 (one thousand five hundred dollars).

For performing this service, the COUNTY shall pay SIMPCO upon completion of the project and receipt of an invoice.

If the COUNTY requests additional services above and beyond the scope of this agreement, both parties must agree on the amount required to satisfactorily complete the additional work. 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 <u>ACCOUNTABILITY.</u> SIMPCO agrees to report on the progress of the grant on a regular basis.

- Article 7.0 <u>AMENDMENTS.</u> No amendment to this agreement shall be enforceable unless it is in writing and signed by both parties.
- Article 8.0 <u>RELEASE OF DATA AND FINDINGS.</u> Any and all reports, information, data, findings, etc., given to, prepared, or assembled by SIMPCO under this agreement shall be made available if requested by any individual or organization based on Iowa Public Records Law, Chapter 22 of the Iowa Code.
- Article 9.0 <u>PRODUCT TO BE DELIVERED.</u> SIMPCO will submit grants and provide one copy of the grant application to the COUNTY upon completion of the grant application.

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

COUNTY OF WOODBURY, IOWA

BY

Jeremy Taylor, Chairperson Board of Supervisors

DATE: 04/05/16

SIMPCO

BY

Mark Monson, Chairperson Board of Directors

DATE: