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**AGREEMENT FOR COMPREHENSIVE PLAN SERVICES**

**ARTICLE I.** This AGREEMENT made and entered into this 12<sup>th</sup> day of July, 2016, by and between Woodbury County hereinafter called the COUNTY, and Simmering-Cory, Inc., hereinafter called SCI, WITNESSETH:

WHEREAS, the COUNTY intends to hire a planning consultant to prepare Comprehensive Plans for eleven cities in Woodbury County, Iowa. These plans will create a framework for the development of future public policy, particularly in the area of land use, infrastructure, and economic development, hereinafter called the PROJECT; and

WHEREAS, the COUNTY desires to employ SCI to assist with completion of individual Comprehensive Plans for eleven cities within Woodbury County, Iowa.

NOW THEREFORE, in consideration of these premises and of the mutual covenants herein set forth, the parties hereto agree as follows:

**ARTICLE II. COMPREHENSIVE PLAN DEVELOPMENT.**

SCI agrees to complete a Comprehensive Plan document for each of the following cities as outlined in the proposal submitted to the COUNTY by SCI and attached to this agreement as Addendum A. The eleven cities included in the PROJECT are as follows:

- Anthon
- Bronson
- Correctionville
- Cushing
- Danbury
- Hornick
- Lawton
- Oto
- Pierson
- Sloan
- Smithland

SCI agrees to furnish and perform various professional services for each of the eleven participating cities in the PROJECT, as follows:

- Hold a kick-off meeting with Woodbury County Rural Economic Development staff and representatives from each of the cities participating in the PROJECT by no later than July 31<sup>st</sup>, 2016 to inform the cities of the planning process; develop an agreed upon order of when each city will begin the planning process; and establish a reasonable and agreed upon timeline to conduct and finalize the planning process.
- For each participating city, hold a fact finding session with the Mayor, City Council, city staff, and other key stakeholders.
- For each participating city, attend and lead a joint work session with the City Council and, if applicable, the Planning and Zoning Commission.

PATRICIA E. GILL  
WOODBURY COUNTY  
AUDITOR & RECORDER &  
COMM. OF ELECTIONS

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- For each participating city, attend and lead a community meeting and visioning session to receive input from community stakeholders.
- Gather available documents from each participating city including but not limited to Comprehensive Plans, maps, facility reports, and photographs of the community.
- Compile information and data related to infrastructure, transportation, housing stock, and demographics for each participating city.
- Submit a draft plan to each participating city for review.
- Provide proceedings to, and assist each participating city in the adoption of their final Comprehensive Plan.
- Provide for each participating city a digital copy (in PDF format), one unbound paper copy, and ten bound copies of their final Comprehensive Plan.
- Hold a one-year follow-up meeting with each participating city post adoption of their Comprehensive Plan to review each city's progress and identify any potential updates to their Comprehensive Plan.

The COUNTY and each participating city agrees to fulfill and take certain action required to carry out the work and services necessary for completion of the PROJECT as outlined in the resolutions approving the acceptance of comprehensive services from the COUNTY and attached to this agreement as Addendum B., including the following items:

- Each participating city agrees to provide copies of all existing planning documents currently available, including past Comprehensive Plans, Capital Improvement Plans, Urban Renewal and Urban Revitalization Plans, City Codes, and other relevant information and documents as requested.
- The COUNTY agrees to provide a copy of all existing planning documents currently available, including the Woodbury County General Development Plan, and other relevant information and documents as requested.
- Each participating city agrees to provide meeting space for community input sessions.
- Each participating city agrees to assist SCI with promoting and disseminating information regarding the date, time, and location of their community input session.
- Each participating city agrees to take City Council action to formally adopt their Comprehensive Plan.

**ARTICLE III. COMPENSATION.** The COUNTY shall compensate SCI for services outlined under ARTICLE II in an amount of a fixed fee of \$10,230 per city, and the entire PROJECT shall

not exceed \$112,530. In no case will billings exceed this amount without prior authorization by COUNTY.

Should the COUNTY wish to expand the scope of services during the term of the contract, such services will be billed by an agreed upon amount as listed in the proposal (Addendum A.) in an amendment to the original agreement for services.

It is further understood and agreed by both parties, that the payment of fees shall be based on the percentage of the PROJECT complete, per city, with invoices to be sent out monthly. SCI will provide a detailed progress report with each billing showing the percentage complete of each Comprehensive Plan.

**ARTICLE IV. PROJECT SCHEDULE.** The project shall be completed within a 36-month timeframe (with the exception of the one-year follow-up meetings which may occur outside of the 36-month timeframe) following the date of this agreement.

Any extension of the project schedule shall be done through written amendment to this agreement.

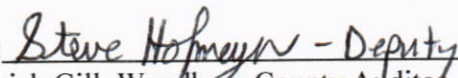
**ARTICLE V. TERMINATION.** The COUNTY and/or SCI shall have the right to terminate this contract upon providing a 90-day notice in writing. Upon cancellation, the COUNTY will be responsible only for those costs incurred by SCI to the date of termination.

Woodbury County, Iowa

By:  \_\_\_\_\_  
Jeremy Taylor, Chairperson

Date: July 12, 2016

Attest:

By:  - Deputy  
Patrick Gill, Woodbury County Auditor

Simmering-Cory, Inc.

By:  \_\_\_\_\_

Date: July 7, 2016