

**CONTRACT FOR SERVICES BETWEEN THE
IOWA NORTHLAND REGIONAL COUNCIL OF GOVERNMENTS
AND INDEPENDENCE, IOWA**

The Iowa Northland Regional Council of Governments (Planning Agency) has the expertise to develop Geographic Information System (GIS) maps for various public purposes and the City of Independence (City) wishes to retain the Planning Agency to create a comprehensive Tax Increment Financing (TIF) District map using GIS technology.

In mutual consideration of the promises set forth in this agreement, it is therefore agreed as follows:

SECTION 1. Scope of Services

The Planning Agency shall provide the services necessary to create said TIF map as set out in the Scope of Services attached to, and made a part of, this document. The Planning Agency shall be responsible for the creation of the draft map, facilitating any review/evaluation thereof, and the development of a final map.

SECTION 2. Time of Performance

Work under this Contract shall begin on October 1, 2023. Completion is projected for no later than October 1, 2024. The completion date may be extended for a period of up to six (6) months on the written request of Planning Agency and upon a showing by Planning Agency of a good faith effort to complete performance in a timely manner.

SECTION 3. Personnel

With the exception of legal review by an attorney, the Planning Agency represents that it has, or will acquire, all personnel necessary in performing the services under this Contract. The parties intend that an independent contractor/purchaser of service relationship will be created by this Contract. The City is interested only in the results to be achieved, and the conduct and control of the work will lie solely with the Planning Agency. Neither the Planning Agency nor its employees are to be considered agents or employees of the City for any purpose.

SECTION 4. Method of Payment

City shall pay Planning Agency for the work under this Contract on the following schedule:

- a. Monthly progress payments based on time expended by Planning Agency, due on receipt of bill and supporting work progress report. Hourly rate shall range from ninety dollars (\$90) to one hundred and twenty dollars (\$120), depending on the expertise level required for the completed task.
- b. Total payments shall not exceed five thousand five hundred dollars (\$5,500) unless mutually agreed to in writing in advance.

SECTION 5. Information to be Furnished to the Planning Agency

Any and all existing reports, ordinances, base maps, public documents and information necessary for the performance of work under this Contract shall be made available to the Planning Agency by the City upon request. The City shall advise the Planning Agency of the existence of relevant documents.

SECTION 6. Amendments

Any amendments or changes to this Contract must be in writing and mutually agreed to by both the City and the Planning Agency.

- 6.1 The City - The Mayor of Independence is the official authorized to execute any changes in the terms, conditions, or amounts specified in this Contract.
- 6.2 The Planning Agency - The Executive Director of the Iowa Northland Regional Council of Governments is the contractor official authorized to execute any changes in the terms, conditions, or amounts specified in this Contract.

SECTION 7. Termination Clause

Either party assigned hereto shall have the authority to terminate this Contract, by notifying the other party by registered mail within thirty (30) days of the effective termination date. The Planning Agency will be paid for the time and expenses incurred up to the termination date.

SECTION 8. Saving Clause

Should any provisions of this Contract be deemed unenforceable by a court of law, all of the other provisions shall remain in effect.

SECTION 9. Entire Agreement Statement

This Contract contains the entire agreement between the Planning Agency and the City for the purpose of developing a comprehensive TIF map using GIS technology. There are no other written or oral agreements, understandings, or contracts that shall take precedence over the items contained herein, unless they have been made a part of this Contract per Section 6.

SECTION 10. Hold Harmless

The City shall hold harmless, waive, and indemnify the Planning Agency against all claims, liabilities, and costs, including reasonable attorney fees, of defending any claim or suit, including those by any third party, arising out of the services provided by the Planning Agency, except to the extent caused by the gross negligence or willful misconduct of the Planning Agency or its employees. In no event shall the Planning Agency be liable to the City for lost revenues of the City, or special or consequential damages, even if the Planning Agency has been advised of the possibility of such damages. The Planning Agency's total liability under this Agreement for damages, costs and expenses, regardless of cause, shall not exceed the total amount of fees paid to the Planning Agency by the City under this Agreement.

PASSED AND APPROVED:

INDEPENDENCE, IOWA

City Manager
Independence, Iowa

Date

IOWA NORTHLAND REGIONAL
COUNCIL OF GOVERNMENTS

Executive Director
INRCOG

Date