

RESOLUTION 21 - 79

A RESOLUTION OF THE BREMER COUNTY, IOWA BOARD OF SUPERVISORS TO REQUEST THE ASSISTANCE OF THE STAFF OF THE IOWA NORTHLAND REGIONAL COUNCIL OF GOVERNMENTS

WHEREAS, The Bremer County Board of Supervisors (hereinafter referred to as the County) has agreed to the Intergovernmental Cooperative Agreement creating the Iowa Northland Regional Council of Governments (hereinafter referred to as the Planning Agency) and is a member in good standing;

WHEREAS, the County wishes to engage the Planning Agency to develop a Subdivision Ordinance;

WHEREAS, the County is a member of INRCOG; agrees to the INRCOG Articles of Agreement; and the Code of Iowa governing INRCOG, as amended, (IC 28H and 28E.12); and

NOW THEREFORE, it is hereby resolved by the Bremer County, Iowa Board of Supervisors that the Planning Agency be retained to prepare a Subdivision Ordinance;

Passed, approved and adopted this 4th day of October, 2021.

CONTRACT FOR SERVICES BETWEEN THE
IOWA NORTHLAND REGIONAL COUNCIL OF GOVERNMENTS
AND
BREMER COUNTY, IOWA

The Iowa Northland Regional Council of Governments (Planning Agency) has the expertise to develop Subdivision Ordinances, and Bremer County, Iowa (County) wishes to retain the Planning Agency to develop an Ordinance.

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 complete a Subdivision Ordinance 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 document, facilitating the review/evaluation meetings, and the development of the written text of the Subdivision Ordinance.

The Bremer County Planning and Zoning Commission and Zoning Ordinance Administrator shall participate in the Process outlined in "A" of the Scope of Services. Although the Board of Supervisors, County Auditor, County Attorney, and County Engineer are not required by the Code of Iowa to participate, they should be encouraged to attend the review/evaluation meetings. The County may adopt the Ordinance by using the process outlined in the Scope of Services.

SECTION 2. Time of Performance

Work under this Contract shall begin on October 1, 2021. Completion is projected for no later than September 30, 2022. 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 County 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 County for any purpose.

SECTION 4. Method of Payment

County 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 sixty dollars (\$60) to one hundred dollars (\$120), depending on the expertise level required for the completed task.
- b. Total payments shall not exceed seven thousand five hundred dollars (\$7,500) 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 County upon request. The County shall advise the Planning Agency of the existence of relevant documents.

SECTION 6. Amendment and Designation of Officials

- 6.1 The County - The Chair of the County Board of Supervisors 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 provided and expenses incurred through 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 County for the purpose of developing a Subdivision Ordinance. 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 County 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 County for lost revenues of the County, 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 County under this Agreement.

PASSED AND APPROVED:

IOWA NORTHLAND REGIONAL
COUNCIL OF GOVERNMENTS

BREMER COUNTY, IOWA
BOARD OF SUPERVISORS

Executive Director
INRCOG

Chair
County Board of Supervisors

Date

Date

BREMER COUNTY, IOWA
SUBDIVISION ORDINANCE DEVELOPMENT
SCOPE OF SERVICES

A. Process:

The Bremer County Planning and Zoning Commission, Zoning Ordinance Administrator, and the Iowa Northland Regional Council of Governments (INRCOG) will review example Ordinances in order to identify which Articles and/or Sections are to be included in the draft Ordinance. This evaluation, which may occur in review/evaluation meetings, will take into account the history of land use regulation in Bremer County, comparable Subdivision Ordinances from other Iowa counties, the Iowa Code, and other Bremer County Ordinances. In order to gain as much insight into the enforcement of the amended Ordinance as possible, the Board of Supervisors, County Auditor, County Attorney, and County Engineer, will be invited to participate in these review/evaluation meetings.

B. State of Iowa Requirements:

The Bremer County Subdivision Ordinance will be developed in accordance with the Code of Iowa.

C. Final Report:

The final adopted Ordinance shall be contained in a written document that will be presented to the Bremer County Planning and Zoning Commission and County Board of Supervisors.

D. Legal Review and Adoption:

The proposed Ordinance shall be submitted to the Bremer County Board of Supervisors and Planning and Subdivision Commission after completion by INRCOG. The Board and Commission shall hold such public hearings as required by law to adopt the Ordinance. The Board of Supervisors is free to make further amendments, corrections, or additions to the Ordinance prior to its final adoption. INRCOG will carry out such changes, deletions, corrections, or additions as appropriate to bring the document into final form as adopted by the bodies.

INRCOG will not secure the services of an attorney to provide legal review of the draft Subdivision Ordinance. INRCOG will, however, assist the County Attorney, or the Attorney selected by the Board of Supervisors, who, at County expense, will provide final review of the Subdivision Ordinance prior to adoption.

This Scope of Services and attached Contract do not include publication, recording, or codification costs. Said costs are the responsibility of Bremer County.