# STORY COUNTY SHERIFF
## SERVICE AGREEMENT
## # 22-01

The following agreement is intended to be the sole and only agreement between the parties and supersedes all other agreements. All terms and conditions are in their customary usage and any additional definitions of terms or conditions are stated in this agreement.

**Definitions:**

**The Agreement** is this four page agreement identified by the numerical designation and any and all attachments reference.

**Story County Sheriff,** hereinafter (the "Service Provider") agrees to provide the services as listed in this agreement.

**The Alpha Delta Pi,** hereinafter (the "Contractor") agrees to employ the Service Provider as set forth by the terms listed in this agreement.

**The Parties,** refers to the "Service Provider" and the "Contractor".

**Additional Terms,** if none then state "none":

None

**Terms**

Service Provider:
**Story County Sheriff's Office**
1315 South B Avenue
Nevada, IA 50201
515-382-7457

Contractor Address:
**Alpha Delta Pi Sorority**
2125 Greeley St
Ames, IA 50014
815-519-6634

**I Description of Services**

The Service Provider shall provide the services of law enforcement during the times and days specified at the location(s) indicated. These services include, but are not limited to, armed deputies in marked patrol vehicles and dispatch services including 911 emergency. Specific instructions for services shall be included in division II for "Additional Services". This agreement should be considered as in addition to the law enforcement responsibilities of the Story County Sheriff for geographic area of Story County. However, this agreement shall not supplant or subordinate the law enforcement and public safety duties and responsibilities of the Story County Sheriff's Office and this agreement shall at all times remain subordinate to the duties, responsibilities and discretion of the Sheriff, his deputies, agents and employees under all circumstances.

## II Additional Services

List the specific additional services requested by the Contractor. Include any specific instructions to the Service Provider from the Contractor which are to be made a part of this agreement. (Refer to attachments here and staple attachments to back.)

1. **3 Full-Time Deputy Sheriff(s) present at a sorority event**

## III Times and location(s)

The Contractor requires the services of the Service Provider at the following location:
(For more than one location list in section C and make attachments as necessary.)

| | |
|---|---|
| Location: | Prairie Moon Winery |
| Address: | 3801 W 190th St |
| City/rural: | Ames, IA 50014 |
| Time: | 1830 – 2130hrs |

**A.** If the services is to continue for an indefinite period complete this section only.

State date of service:

| Day | Month | Year |
|---|---|---|

**B.** If the service is to be for a single date complete this section only.

| | | | |
|---|---|---|---|
| Date of service: | **25th** | **March** | **2022** |
| | Day | Month | Year |

**C.** If the service is for more than one date or is to continue on different dates at different locations use the chart below.

Start date of service:

| Day | Month | Year |
|---|---|---|

**Chart**

| **Days** | | **Times** |
|---|---|---|
| Monday | ___ | _____a.m. to_____p.m. and _____ p.m. to _____a.m. |
| Tuesday | ___ | _____a.m. to _____a.m. and _____p.m. to _____a.m. |
| Wednesday | ___ | _____a.m. to _____p.m. and _____p.m. to _____a.m. |
| Thursday | ___ | _____a.m. to _____p.m. and _____p.m. to _____a.m. |
| Friday | ___ | _____a.m. to _____p.m. and _____p.m. to _____a.m. |
| Saturday | ___ | _____a.m. to _____p.m. and _____p.m. to _____a.m. |
| Sunday | ___ | _____a.m. to _____p.m. and _____p.m. to _____a.m. |

**Additional Locations:**

Address:
City/rural:

(If necessary attach additional descriptions)

## IV Duration of Agreement

This agreement shall be in effect for the period(s) stated in section III. For continuing agreements it shall remain in effect until terminated in accordance with the section VII of this agreement.

## V Fees

The Contractor agrees to pay:

**Sixty five dollars ($65.00) per hour for a minimum of two (2) hours** for the Story County Sheriff, and each Story County Deputy Sheriff, Senior Reserve Deputy, Dispatcher, Detention Officer, Diver (dive team members are required to work in a team of four) and civilian employees.

Thirty two dollars and 50 cents ($32.50) per hours for a minimum of two (2) hours/for each Story County Sheriff's Reserve (Reserves are required to work in pairs unless authorized by the Sheriff or designee).

## VI Payment

Contractor agrees to pay for ___ one time/or multiple event in advance; or pay on a **XX as invoiced** by the Story County Sheriff. (Check which payment)

## VII Changes or Termination during the Agreement

The parties recognize that the business of law enforcement and private interest may change. The Contractor understands that public protection or economic demands may require the Service Provider to focus resources in other areas. The Service Provider recognizes that private business may develop other needs or demands. This understanding is to ensure both parties have the ability to amend or terminate the agreement before the expiration date. The parties may amend the agreement only in writing signed by both the Contractor and the Service Provider. Termination of the agreement shall be written notice. An agreement for single or multiple events where payment has been made in advance requires_____days notice for a full refund. All other agreements require thirty (30) days notice. During the thirty day period the parties agree to perform their respective obligations unless otherwise agreed in writing. The foregoing requirements for amendment or termination shall not apply when, in the sole discretion of the Sheriff, his deputies, agents and employees; the duties and responsibilities of the Sheriff's Office to protect and promote public safety and law enforcement require that the resources and personnel for the Sheriff's Office be redirected away from Contractor's event or venue to respond to emergency or urgent calls for assistance by any person or entity other than the Contractor. In the event that personnel or resources of the Sheriff's Office are redirected to respond to an emergency or urgent call away from Contractor's venue, or if circumstances require additional resources/personnel to maintain order and safety at the venue covered by this agreement, the parties will later endeavor to negotiate a fair and reasonable accommodation which may include but is not necessarily limited to refund of any prepaid services not delivered by the Service Provider, or additional payment from the contractor.

## VIII Confidentiality

It is necessary that the Contractor understand when contracting with a public entity that The contract is public information and will be produced when requested as required by law. The Contractor should be mindful of the public's right to know.

## IX Liability

The Parties shall maintain insurance during this agreement. Each party will be Responsible for their respective acts. The Service Provider, its employees or Agents shall not be responsible for any special, incidental or consequential Damages to the Contractor while acting in performance of this agreement.

## X Acts of God and Acts of Others

The Service Provider is not responsible in the event of a natural disasters, or acts of civil unrest, or acts of Contractors employees, agents or third persons which prevent Service Provider from performing as expected or originally intended under this agreement.

## XI Hazards

Contractor shall have a duty to inform the Service Provider of any known hazards, either natural or manmade, which may pose a danger to an employee or agent of the Service Provider, that exist upon or appurtenant to any property owned or leased by the Contractor. This shall be a continuing duty for the Contractor.

## XII Inconsistent Terms

The Contractor by this agreement has attempted to reduce the chance for misunderstanding by the inclusion of all terms. The Contractor and the Service Provider agree to resolve any dispute in a manner using common English usage of the term(s) in dispute.

## XIII Representative

The Contractor designates **Gretchen Ternus** as their representative and contact for this agreement with the following address and phone numbers listed below. The Service Provider requires twenty-four (24 hr(s) contact information from the Contractor and agrees to supply the same twenty-four (24 hr(s) contact to the Contractor.

| Service Provider Representative | Contractor Representative |
|---|---|
| **Lt. Gary Backous**<br>**515-382-7457** | **Gretchen Ternus**<br>**913-620-4625** |

**Address:**

| | |
|---|---|
| **Story County Sheriff**<br>**1315 South B Avenue**<br>**Nevada, IA 50201**<br>**515-382-7457**<br>gbackous@storycountyiowa.gov | **Alpha Delta Pi Sorority**<br>**2125 Greeley St**<br>**Ames, IA 50014**<br>**815-519-6634**<br>gretchenadpi@gmail.com |

**Billing Address:**

| | |
|---|---|
| Contact Person: | Same as above. |
| Contractor Billing Address: | Same as above |

Make payment payable to: **Story County Treasurer**

Mail Payments to: **Story County Sheriff's Office**
**1315 South B Avenue**
**Nevada, IA 50201**

**Service Agreement Signatures**

Service Provider

Lt. Doug Bu

Authorized Representative

Lieutenant, Support Services
Title

3 / 11 / 2022
Date

Contractor

Gretchen Fernus

Authorized Representative

Chapter President
Title

03 / 10 / 2022
Date

The Service Provider representative has the authority to enter this agreement as authorized by the Story County Board of Supervisors. The date of this agreement by the Board of Supervisors is ____/____/_____

_____
Board of Supervisors

_____
Attest: Story County Auditor

(Staple attachments to back)