

Service Agreement

This Service Agreement (this "Agreement") is made effective as of March 1, 2022 by and between Story County and Skywalk Group, of 221 2nd Ave, Suite 240, Cedar Rapids, Iowa 52401. In this Agreement, the party who is contracting to receive services will be referred to as "Story County," and the party who will be providing the services will be referred to as "Skywalk Group."

1. DESCRIPTION OF SERVICES.

Beginning on February 10, 2022, Skywalk Group will provide to Story County the services described in the attached Statement of Work (collectively, the "Services").

2. PAYMENT FOR SERVICES. In exchange for the Services, Story County will pay Skywalk Group according to the following schedule:

Skywalk Group will invoice Story County for HR services bi-weekly. In the event the number of resources dedicated to any project is modified, the bi-weekly invoice will be adjusted accordingly. Skywalk Group and Story County must mutually agree to any change in the number of hours or resources dedicated to any project(s) in writing (or documented e-mail communication) prior to changes being made. Any written confirmation will be attached to this agreement as an addendum. *All invoices are due upon receipt.*

Billing Information

Attn: Human Resources
Address: 900 10th St.
Nevada, IA 52201

Phone: (515) 382-7205
E-Mail: sstrottmann@storycountyiowa.gov

3. TERM. This Agreement may be terminated by either party upon 30 days prior written notice to the other party. Once notice is received, a plan will be activated to ensure proper handling of candidate: advertising, pipeline, timely follow-up & correspondence.

4. CONFIDENTIALITY. Skywalk Group, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Skywalk Group, or divulge, disclose, or communicate in any manner, any information that is proprietary to Story County. Skywalk Group and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Agreement.

Upon termination of this Agreement, Skywalk Group will return to Story County all records, notes, documentation and other items that were used, created, or controlled by Skywalk Group during the term of this Agreement.

5. WARRANTY. Skywalk Group shall provide its services and meet its obligations under this Agreement in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Skywalk Group's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Skywalk Group on similar projects.

6. NON-SOLICITATION OF EMPLOYEES. Unless otherwise agreed in writing, neither party shall hire or solicit the employment of any of the other party's professional staff personnel, who have been directly engaged in substantive work involving the assignment during the term of this agreement and for a period of twelve (12) months thereafter. This includes both direct employment and employment through a third party, vendor, subcontractor or as an independent contractor or consultant.

7. REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the Agreement by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 30 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Agreement.

8. ENTIRE AGREEMENT. This Agreement, along with any associated Statement of Work, contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Agreement. This Agreement supersedes any prior written or oral agreements between the parties.

9. SEVERABILITY. If any provision of this Agreement will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

10. INDEMNIFICATION. Skywalk Group shall indemnify and hold harmless Story County from any claim or liability that Story County may incur which result from any negligent, reckless or willful acts or omissions of Skywalk Group or its employees.

Conversely, Story County shall indemnify and hold harmless Skywalk Group from any claim or liability that Skywalk Group may incur which result from any negligent, reckless or willful acts or omissions of Story County or its employees, agents or subcontractors.

11. AMENDMENT. This Agreement may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.


12. GOVERNING LAW. This Agreement shall be construed in accordance with the laws of the State of Iowa.

13. NOTICE. Any notice or communication required or permitted under this Agreement shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

14. ASSIGNMENT. Neither party may assign or transfer this Agreement without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

SERVICE PROVIDER:

Skywalk Group



Samantha Rogers

2-25-22

Date

SERVICE RECIPIENT:

Story County

Story County Representative

Date

The logo for Skywalk Group, featuring the word "Skywalk" in a blue, sans-serif font with a stylized blue bridge graphic above the "a", followed by "Group" in a dark blue, sans-serif font.

SkywalkGroup

The words "SKYWALK GROUP" written vertically in a large, black, sans-serif font, positioned on the right side of the page.

SKYWALK GROUP

The title "STATEMENT OF WORK" in a bold, black, sans-serif font, positioned at the bottom left of the page.

STATEMENT OF WORK

The project details "Story County Training and Development" in a black, sans-serif font, positioned below the title.

Story County
Training and Development

Objective

Story County has identified the need to provide their organization with leadership training and development program(s) for their employees. To successfully accomplish these objectives, Skywalk Group proposes to be a training and development partner.

Project Scope

Skywalk Group (SWG), in collaboration with Story County, will complete 4-5 training and/or leadership courses such as Anti-Harassment and Anti-Discrimination. These will be conducted in sessions at the locations previously reserved by the client and will have a variety of employee populations.

Scope of Work

Deliverables	Description	Pricing
Training Facilitation (2-hour course)	Anti-Harassment and Anti-Discrimination Course Description Includes the following: <ul style="list-style-type: none">• Recent case study and current culture information• Definitions and examples• Escalation recommendation and resources• Examples and activities to help with identification	\$550 per facilitation

Scheduling

The dates to be reserved are listed below. Your assigned Human Resources Consultant/Trainer will be available to you via email, phone or in-person, as needed, to prepare for this training. At any time, you may contact the Human Resources Business Director with any questions or comments.

Invoicing

Company will authorize Services under this Statement of Work in writing (e-mail is sufficient) on a project-by-project basis. A weekly or monthly call may be scheduled in order to assess the progress of each project and also the satisfaction level of Company. All Services provided under this Statement of Work will be billed as a project (if indicated above) or in *15-minute increments* for pre-approved services at the hourly rate of \$150.

Travel Expenses

Travel expenses for the Human Resources Consultant/Trainer are the responsibility of Company and would be pre-approved. Travel will include mileage fees (at the standard government rate) plus a travel rate of \$50 (calculated in 1-hour increments for clients outside of Cedar Rapids). Any need for overnight stays will be charged to the Company and will be as reasonable as possible.

Travelling Stipend Estimate			
Dates	Location	Travel Time	Pricing
March 3: 9 AM and 1 PM	<u>Nevada Fairgrounds Community Building</u> 90 I Ave, Nevada, IA 50201	3 hours, roundtrip	\$150 per day
March 9: 9 AM and 1 PM			
March 15: 1 PM			

Contacts

Main Contact	
Delaney Dehnke	
Phone	319.582.8685
Email	ddehnke@skywalkgroup.com

Program Director	
Samantha Rogers, SHRM-SCP, PHR	
Phone	319.582-8680
Email	srogers@skywalkgroup.com

Skywalk Group

Samantha Rogers
Samantha Rogers, PHR

SRogers
Human Resources Business Director

2-25-22
Date

Story County

Company Representative Name

Company Representative Signature

Date