



Memorandum

To: Story County Board of Supervisors
Through: Michael D. Cox, Director
From: Logan Heissel, Park Ranger
Date: February 14, 2023
Re: Consideration of Contract Renewal with Finco Tree/Wood Service LLC for Firewood Sales at Hickory Grove Park Campground and Dakins Lake Campground.

I am requesting your approval for the Firewood Vendor contract renewal with Finco Tree/Wood Service LLC. Finco is the current contract holder and is interested in renewing the contract for the third year out of the possible three years in accordance with the contract.

The county's portion of the revenue (33.33%) is unchanged from the 2022 season contract. Firewood prices will remain unchanged as well at \$6/bundle.

Story County Conservation Board requests your approval of this contract.

Approval

Disapproval

Date

Date

Firewood Contract Story County Conservation Board

THIS AGREEMENT is entered into by and among the **STORY COUNTY CONSERVATION BOARD AND STORY COUNTY, IOWA**, 56461 180TH Street, Ames, Iowa 50010 hereafter referred to as "COUNTY", and **FINCO TREE/WOOD SERVICE, LLC**, 52724 280th Street, Kelley, Iowa 50134, hereafter referred to as "CONTRACTOR".

The effective date of this Agreement is the date it has been signed by all parties.

The principal purpose of COUNTY entering into this contract is to provide for the availability of firewood for the better accommodation, convenience, enjoyment and welfare of those members of the public using COUNTY parks.

It is hereby agreed that:

1. Grant and Term. Subject to the terms and conditions hereof, COUNTY grants to the CONTRACTOR the right, and CONTRACTOR hereby assumes the obligation and responsibility to sell firewood at Dakins Lake and Hickory Grove Park. The Parties, upon mutual consent, may renew this agreement for zero (0) additional annual periods, with the same terms and conditions.
2. County's Obligations. The COUNTY will provide the following:
 - a) Ingress and egress for CONTRACTOR and its employees in performance of their obligations and duties, park management, and normal maintenance on facility/structure used by CONTRACTOR.
3. Contractor's Obligations. CONTRACTOR will provide the following:
 - a) All necessary permits and licenses required to be in compliance with federal, state and local laws.
 - b) Compliance with all rules and regulations adopted by COUNTY in connection with the use of its Parks
 - c) Firewood will be kept in ample supply (at least 1 cord of firewood shall be stocked in each shed and restocked weekly or sooner as needed) at Dakins Lake main campground and Hickory Grove Park Breezy Bay campground. Firewood will be labeled in accordance with state requirements and will originate from STORY COUNTY Iowa. Contractor shall bundle firewood, which will be sold by the Campground Attendants. Firewood will be stocked in locked sheds provided by SCCB (1 shed at each park). Ash species firewood is prohibited.
4. Insurance. During the term of the agreement, the CONTRACTOR shall obtain and maintain in force the insurance coverage specified in this section.
 - a) Commercial General Liability coverage, written on an occurrence basis, with limits of not less than \$1,000,000 per occurrence.
 - b) Business Automobile Liability coverage with a combined single limit of not less than \$1,000,000 per occurrence applying to all owned, non-owned, or hired vehicles used in conjunction with this contract.
 - c) During the contract term, the CONTRACTOR shall add and maintain COUNTY as additional insureds in the CONTRACTOR's herein required policies.

- d) Before conducting any on site concession activities, the CONTRACTOR will provide COUNTY with a certificate of insurance showing the coverage specified in this section in a form acceptable to COUNTY.
5. Fees. CONTRACTOR shall, for the term of this agreement, pay to COUNTY the following fees: Thirty three and three tenths (33.3) percent of gross revenue. Fees shall be payable monthly.
 6. Days of Operation. Hickory Grove Park- March 31, 2023 – October 31, 2023
Dakins Lake- March 31, 2023 – October 31, 2023
 7. Posting Rates. CONTRACTOR shall, at all times, keep on public display the price of all goods and services provided to the public.
 8. Items to Be Sold. Firewood
 9. Non-Discrimination. The CONTRACTOR agrees to perform its obligations under this contract in a legal, non-discriminatory manner. The CONTRACTOR shall not discriminate against anyone based on race, religion, color, national origin, gender or disability. The CONTRACTOR shall comply with the Americans with Disabilities Act.
 10. Protection of Property. CONTRACTOR shall use reasonable care to protect all COUNTY property from damage caused by himself, his employees, the public, or the elements. All improvements, alterations or other changes to property must be approved by COUNTY prior to commencement of work. COUNTY makes no representation with respect to the condition of the premises or the suitability for use by the CONTRACTOR. COUNTY shall under no circumstances have any duty or responsibility concerning the condition of the facility or its suitability for use unless specifically stated herein. This includes any duty or responsibility to change, alter or repair any facility for any requested use. At the termination of this agreement, CONTRACTOR shall vacate the premises in as good a condition as they were at the time of entry by the CONTRACTOR, except for reasonable use and wear.
 11. Status of Contractor. CONTRACTOR shall at all times be deemed an independent CONTRACTOR and not an employee of COUNTY.
 12. Indemnification. The CONTRACTOR shall defend, hold harmless, and indemnify the COUNTY, its officers, agents, and employees, against any claims, loss, and/or damages directly or indirectly arising from or claiming to arise from any injury to any person(s), damage to any property, or any economic loss, arising out of, in whole or in part, (1) the CONTRACTOR's performance or non-performance of its duties under this contract; and/or (2) any defect in any services provided by the CONTRACTOR. This duty to defend, indemnify, and hold harmless shall include the CONTRACTOR's responsibility for any and all foregoing claims, even if such claims are groundless, false, and/or fraudulent and any and all equitable relief, damages, costs and attorney fees except those caused by either the COUNTY's sole negligence or its willful misconduct.

This obligation shall be continuing in nature and extend beyond the term of this agreement. The doctrine of equitable tolling extends the time within which an action for breach of this provision may be filed.

“CONTRACTOR” and “COUNTY” as used in this section, include the employees, agents, sub-contractors, and any other persons who are directly employed by or otherwise legally responsible, respectively to each party.

13. Release. COUNTY assumes no responsibility for the loss or damage of CONTRACTOR's property or improvements placed on or in the facility and CONTRACTOR hereby expressly releases and discharges COUNTY from any and all liability for loss to such property or improvements. COUNTY is not liable or responsible for any financial loss incurred by the CONTRACTOR in any or all of the facilities that operate or function during the period of this agreement.
14. Advertising. Any printed material to be used (e.g., stationery, brochures, post cards, display advertising, and other like material) in connection with the operation of this business, or any advertising in any manner or form, whether in or about the building and premises or elsewhere, or in any newspaper or otherwise, shall be provided to COUNTY for approval before being displayed, distributed, or advertised. The CONTRACTOR agrees not to display, distribute, or advertise anything not approved in writing by COUNTY.
15. Fire. If the building or other equipment used by the CONTRACTOR shall be damaged or destroyed by fire, act of God or otherwise, and the owner of same does not, within 30 days after such casualty, commence repair or replacement of these facilities and thereafter diligently continue the same to completion, then in that event, this contract shall terminate and each party shall be released from further obligations hereunder. CONTRACTOR agrees to provide all necessary fire safety equipment per COUNTY requirements.
16. Assignment. CONTRACTOR shall not assign any right, delegate any duty or authority or sublet any concession rights hereby granted, in whole or in part, without prior written approval by COUNTY.
17. Termination. Failure to meet any of these requirements will be cause for immediate termination of contract.
18. Notices. Any notices concerning this contract may be given, and all notices required by this contract or concerning performance under this contract shall be given, in writing, and shall be personally delivered or mailed addressed as shown below, or such other address or addresses as may be designated by either of the parties, in writing, from time to time.

Whenever a CONTRACTOR is a corporation or other organized entity, a properly authorized individual must sign the contract. This individual must provide a copy of an appropriate corporate resolution or similar document satisfactory to the COUNTY at the time he or she signs the agreement.

Signature:  1-30-2023
 Contractor Date

Signature: _____
 Chair, Story County Conservation Board Date

Signature: _____
 Chair, Story Co. Board of Supervisors Date