

Provider Agreement
CONTRACT FOR STRATEGIC PLAN DEVELOPMENT FOR STORY COUNTY, IOWA

THIS AGREEMENT is entered into by and Between Story County, and Iowa Municipal corporation, whose mailing address and telephone number is 900 Sixth Street, Nevada, Iowa 50201, telephone 515-382-7200, hereinafter referred to as "County", and Sandy Ehrig, hereinafter referred to as "Provider", whose mailing address and telephone number is 606 Southwoods Drive, Nevada, Iowa 50201, telephone 515-290-2921.

1. PURPOSE AND INTENT.

The purpose of the agreement is for the Provider to provide services to Story County to define a planning process and create a final document for developing Strategic Plan with a five-year horizon to address the following issues:

- Transform the conceptual goals into realistic, achievable targets.
- Provide a process that allows general alignment and focus to foster a sense of cohesion as to the County's strategic direction.
- Evaluate existing and future public facilities and services; priorities, phasing.
- Help identify how County resources should be allocated and how to maintain customer service levels.
- Chart an effective, considered, and innovative course of action for the County's future, setting priorities and maximizing innovative opportunities.
- Serve as a way to organize and prioritize County initiatives and resources to achieve specific goals within the next five years with specific performance measures.
- Identify and analyze potential partnerships with other entities (such as public/public, public/private).
- Provide procedures for engaging and educating current and future employees and elected officials on the adopted strategic plan and the maintenance thereof.
- Identify priorities for increasing efficiency and effectiveness of Story County government operations
- Identify priorities for effecting/supporting positive change throughout Story County.
- Plan for fiscal sustainability and follows the vision, mission and values of Story County.

Project milestones are outlined in the Project Overview and Scope of Services described in the proposal submitted by Provider dated November 23, 2022, and attached to the Agreement at "Exhibit A".

2. FEES, EXPENSES & COMPENSATION.

Provider will be compensated for services as specified herein in the amount \$8,895 plus, travel costs. Story County agrees to pay actual travel expenses at the conclusion of the project, with such expenses not to exceed \$800.00. Story County will receive an invoice \$4447.50 after Task 4 and \$4447.50 after Task 6, plus incurred travel expenses as defined in Exhibit A. All invoices must specify the invoice total and time period covered and detail the work performed or expense incurred per this Agreement. Provider agrees that the compensation listed herein shall be Provider's sole compensation for professional services and work performed because of this Agreement.

Provider understands that the County reserves the right to request additional specific information in accessing the accuracy of claim information.

3. METHOD OF PAYMENT.

All invoices must specify the invoice total and time period covered and detail the work performed or expense incurred per this Agreement. Provider agrees that the hourly fee and mileage expense shall be Provider's sole compensation for professional services and work performed because of this Agreement.

Payment for services will be made by County following receipt of invoice from Provider to include the following:

- a) Time and expense tracking per task
- b) Percentage (%) completion by task
- c) Written narrative of work done by task to include reference to any preliminary deliverables and documentation of correspondence with County representative.
- d) Description of upcoming tasks
- e) Payment is due upon receipt of invoice, following Story County's defined claims process.
- f) Provider understands that the County reserves the right to request additional specific information in accessing the accuracy of claim information.

4. INDEPENDENT CONTRACTOR.

It is understood that Provider is an independent professional contractor and that Provider will not in any event be construed or hold itself out to be an employee or agent of the County. It is further agreed that at no time will the Provider or the work efforts of the Provider be under the supervision or control of the County, although Provider agrees to comply with all reasonable requests and regulations applicable to any other business invitee of the County. It is also agreed that Provider, as an independent contractor, is not restricted to working exclusively for the County during the term of the Agreement.

5. INSURANCE & TAXES.

Provider is responsible for Workers Compensation, Disability, Unemployment, Automobile Insurance, and any other insurance required by the State of Iowa and will provide certificates of insurance to the County. County reserves the right to require complete, certified copies of all required insurance policies, at any time. Provider is also responsible for any payment of State and Federal taxes and any other applicable tax. Provider is not eligible for any benefits the County may provide for its employees.

To the fullest extent permitted by law the Provider shall indemnify and hold harmless the County, their agents, and employees from and against all claims, losses, expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the work, provided that any such claim, damage, loss, or expense (1) is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property including the loss of use resulting therefrom, and (2) is caused in whole or in part by any negligent act or omission of the Provider, anyone directly or indirectly employed by Provider or anyone for whose acts any of them may be liable.

6. CONFIDENTIALITY.

Provider agrees to hold in trust and confidence and confidential information and/or proprietary information or data relating to County business and shall not disseminate or disclose such confidential information to any individual or entity, except Provider's employees or subcontractors performing services hereunder (who shall be under a duty of confidentiality), and any other individuals specifically permitted in each instance by the County. This shall include compliance with all laws and regulations regarding protected health information.

7. TERM AND TERMINATION OF AGREEMENT.

This agreement is effective on the 14th day of February, 2023, for a period of six (6) months. The County may terminate this agreement without penalty to the County, at any time, without cause, by giving written notice to the Provider at least fifteen (15) days before the effective date of such termination. In any case where the Provider fails in whole or in part to substantially perform its obligations or has delivered nonconforming services, the County shall provide a cure notice. If after notice the Provider continues to be in default, the County may terminate this agreement immediately. The County shall only be obligated to compensate the Provider for compliant services performed prior to the notice of termination.

8. ACCESS TO BOOKS AND RECORDS.

Unless otherwise required by applicable laws, Provider shall allow the County access to all books and records for purposed of auditing or reviewing Provider's claims, upon request by the County. Provider's failure to provide access under this section shall constitute a material breach of the agreement.

9. REQUIREMENTS.

Provider hereby agrees to perform all duties in accordance with all state and federal laws and regulations. This provision includes but is not limited to Iowa Code Section 144.32. Provider assures that no person shall be on the grounds of race, color, national origin, or sex, as provided by Title VI of the Civil Rights Act of 1964 be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this program or activity. Failure to perform duties in accordance with the applicable laws and regulations shall be considered a material breach of this agreement by the Provider.

10. EXTENSION.

If mutually agreeable to County and Provider, this Agreement may be extended. Such extension will be documented by written amendment, duly signed and dated by both parties.

11. ASSIGNMENT.

Neither party to this Agreement may assign, sell or transfer any part thereof to any other firm or entity without first obtaining the written permission of the other party hereto.


12. APPLICABLE STATE LAW AND WAIVER OF FEDERAL REMOVAL.

This Agreement has been negotiated, executed and delivered in the State of Iowa. The parties hereto agree with all questions pertaining to the validity and interpretation of this agreement will be determined in accordance with the laws of the State of Iowa in Story County, Iowa, with venue in Story County District Court. The parties hereby waive removal of any issue hereunder to the federal courts.

This agreement and referenced attachments constitute the entire contract of the parties hereto and supersedes any prior agreement between the parties.

STORY COUNTY, IOWA (County)

Sandy Ehrig (Provider)

By: 

Dated: February 17, 2023

Chairperson of the Board of Supervisors

By: _____

Dated: _____