



STORY COUNTY BOARD OF SUPERVISORS

900 6th Street • Nevada, IA 50201
Phone: (515) 382-7200 • Fax: (515) 934-3105
Website: <https://www.storycountyiowa.gov>

February 3, 2026

Story County Board of Supervisors
900 6th Street
Nevada, IA 50201

Re: Amendment to Provider Agreement for Climate Action Plan

Dear Board of Supervisors,

Attached for approval is a copy of an amendment to the Climate Action Plan agreement with EA Engineering. The original agreement is also attached.

The amendment extends the completion date through May 31, 2026. The consultant, Chris Anderson, advised the former County Outreach & Special Projects Manager (COSPM) that he wouldn't be able to complete the work by the original deadline. The amendment was started but not completed prior to the COSPM's departure. As a result, I completed the process and am bringing it forward for approval.

Please let me know if you have questions or concerns.

Respectfully,

A handwritten signature in blue ink, appearing to read "Sandra King".

Sandra King

Director of External Operations and County Services

**Amendment To
Provider Agreement
for
Climate Action Plan for Story County Government Operations
Dated _____**

This AMENDMENT is by and among the County of Story, Iowa (“County”) and EA Engineering, Science, Technology, Inc., PBC (“Provider”) (collectively, “the Parties”). In consideration of the mutual covenants herein made, the Parties agree as follows:

PURPOSE OF AMENDMENT

1. Parties agree that an amendment should be made to the Provider Agreement for an extension.
2. In Paragraph 6. TERM AND TERMINATION OF AGREEMENT, the language “for a period of one (1) year(s)” is removed and replaced with “through May 31, 2026”.

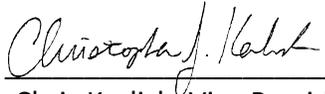
AMENDMENT ALLOWED

3. Paragraph 9 of the Provider Agreement provides that the Provider Agreement can be extended by written amendment.
4. All other terms and conditions of the Provider Agreement shall remain in full force and effect except as specifically modified by this amendment.

STORY COUNTY, IOWA (County)

EA Engineering, Science, Technology,
Inc., PBC (Provider)

By: _____
Chairperson of the Board of Supervisors

By: 
Chris Kerlish, Vice President

Dated: _____

Dated: 13 January 2026



Provider Agreement

Climate Action Plan for Story County Government Operations

THIS AGREEMENT is entered into by and between Story County, an 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 EA Engineering, Science, and Technology, Inc., PBC (EA), hereinafter referred to as "Provider", whose mailing address and telephone number is 7836 Wakeley Plaza, Omaha, NE 68114, telephone (402) 817-7664.

1. **PURPOSE AND INTENT.** The purpose of this agreement is for the Provider to provide consulting services for the development of a Climate Action Plan for Story County Government Operations.
2. **FEES, EXPENSES & COMPENSATION.** Provider may charge up to \$73,303.00 for professional services necessary under the terms of this Agreement. Provider may not bill or receive compensation from County for time spent traveling. All monthly invoices must be itemized and specify the invoice total and time period covered and detail the work performed or expense incurred per this Agreement. Provider agrees that the proposed total of \$73,303.00 shall be Provider's sole compensation for professional services and work performed because of this Agreement. See enclosed Proposed Fee Schedule.

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

3. **INDEPENDENT CONTRACTOR.** It is understood that Provider is an independent professional contractor and that Provider will not in any event be construed as 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.

4. **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 on an annual basis. Provider is also responsible for 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.

5. **CONFIDENTIALITY.** Provider agrees to comply fully with confidentiality in compliance with all laws and regulations regarding protected health information.

6. **TERM AND TERMINATION OF AGREEMENT.** This Agreement is effective on January 11, 2025, for a period of one (1) year(s). The County may terminate this agreement for cause for Provider's refusal to, or inability to, perform under the agreement or Provider's breach of this agreement if Provider fails to perform or cure such breach within thirty (30) days of written notice demanding such performance or cure. In the event of a termination for such cause, Provider shall be entitled to compensation for all work performed prior to the effective date of such termination. Either party may terminate this agreement for any reason, without cause, by giving 10 days written notice to the other party (a "termination for convenience"). In the event that the County terminates this Agreement for convenience, Provider shall be entitled to compensation for all work performed prior to the effective date of such termination and for all costs reasonably incurred prior thereto (including a reasonable profit thereon, as reflected in rates charged by Provider).

7. **ACCESS TO BOOKS AND RECORDS.** Unless otherwise required by applicable laws, Provider shall allow the County access to all relevant books and records for purposes 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.

8. **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 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.

9. **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.

10. **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.

11. **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 that 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. The parties hereby waive removal of any issue hereunder to the federal courts.

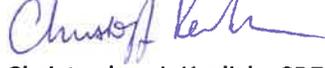
This Agreement and referenced attachments constitute the entire contract of the parties hereto and supersedes any prior agreement between the parties.

STORY COUNTY, IOWA (County)

By: 
Chairperson of the Board of Supervisors

Dated: 1-28-25

EA Engineering, Science, and Technology,
Inc., PBC (Provider)

By: 
Christopher J. Kerlish, CPEA
Vice President

Dated: 14 January 2025