

Provider Agreement  
**CONTRACT FOR RECRUITMENT VIDEO DEVELOPMENT AND PRODUCTION**

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 Frame Shop Media, hereinafter referred to as "Provider", whose mailing address and telephone number is 3205 Orchard Circle West Des Moines, Iowa 50266, telephone 515-205-3863.

**NOW, THEREFORE**, the parties hereto have agreed and do agree as follows:

**1. PURPOSE AND INTENT.**

The purpose of the agreement is to procure for County certain services as hereinafter described and set out; to establish the methods, procedures, terms and conditions governing payment by County for such services; and, to establish other duties, responsibilities, terms and conditions mutually undertaken and agreed to by the parties hereto in consideration of the services to be performed and monies paid.

**2. SCOPE OF SERVICES**

Provider shall provide the services set out in Frameshop Media's proposal for County, attached hereto as Exhibit A.

**2. FEES, EXPENSES & COMPENSATION.**

Provider may charge a maximum fee of \$7400 for professional services necessary under the terms of this Agreement. In consideration for the total payment of \$7,400.00 in accordance with Section 1, the Provider shall provide services as defined in quote submitted by the Provider attached to this contract as 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 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 fee as specified in Section 2 shall be Provider's sole compensation for professional services and work performed because of this Agreement.

Following an initial payment of \$3,700 from the Client to the Provider upon execution of this Agreement, payment for services will be made by County on a monthly basis following receipt of invoice from Provider to include the following:

- a) Monthly 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) Estimated completion date and timeline will be solidified through further pre-production discussions.

- e) The Provider will provide electronically, itemization of costs incurred. The Provider will make available all receipts if requested by the County.
- f) The maximum total amount payable by the County under this agreement is \$7,400.00 as detailed in Section 2 of this contract, and no greater amount shall be paid.
- g) Payment is due upon receipt of invoice.
- h) 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 [REDACTED] day of [REDACTED], 2019 for a period of one year(s). 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 pert 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)

\_\_\_\_\_ (Provider)

By:

By:

Chairperson of the Board of Supervisors

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

