

ATTACHMENT A Sample Contract

AGREEMENT FOR PROFESSIONAL CONSULTANT SERVICES City of Cedar Rapids

THIS AGREEMENT for Professional Services (hereinafter "Agreement") is made by and between The City of Cedar Rapids, Iowa (hereinafter "City") and _ (name) __ (address) (hereinafter "Contractor").

FOR CONSIDERATION of the mutual promises and covenants contained herein, the City and Contractor agree as follows:

1. SCOPE OF WORK

A. Professional Services: Contractor agrees to provide Professional Services (hereinafter "Services") as described below or as specified in RFQ # _____ which is attached and expressly incorporated by reference.

B. Deliverables - Performance Monitoring: To ensure satisfactory and timely performance, Contractor shall produce the following written reports or other written documents to _____ (hereinafter "Project Manager") by the dates indicated:

C. Revisions to Scope of Work: The City reserves the right to make changes to the Services to be provided which are within the Scope of Work above. Such changes and any added cost or cost reduction to the City must be agreed to in writing and signed by the City and Contractor prior to proceeding with any change.

2. PERFORMANCE PERIOD

The performance period of this Agreement shall begin on the effective date, 20__, and shall not extend beyond, 20__, not more than one year after the effective date) unless amended by written mutual agreement.

3. COMPENSATION AND PAYMENT

A. Fee: The City agrees to pay the Contractor for Services provided pursuant to this Agreement on the following terms, per applicant \$_____ for the term of this Agreement.

B. Invoice for Payment: Contractor shall submit an invoice for payment at the _____ interval as agreed upon: City of Cedar Rapids Finance Division 3851 River Ridge Drive NE Cedar Rapids, IA 52402 All invoices should include a reference to this Agreement and the per parcel compensation rate, the dates of service, the parcel number.

C. Expenses: The City agrees to reimburse Contractor for travel expenses (airfare or auto) for on-site activity, not to exceed \$_____ over the term of this Agreement. All expenses must be documented by receipts and submitted for payment approval within thirty (30) days from the date the expense was incurred. Contractor agrees to be responsible for any and all expenses incurred by Contractor or Contractor's personnel, which exceed the above guidelines and rates.

D. Taxes Liability: Contractor agrees that Contractor is solely responsible for payment of income, social security, and other employment taxes due to the proper taxing authorities, and that the City will not deduct such taxes from any payment to Contractor.

4. CONFIDENTIALITY: Contractor agrees to keep confidential and not to disclose to third party any information provided by the City pursuant to this Agreement without the City's prior written consent. This provision shall survive expiration and termination of this Agreement.

5. INTELLECTUAL PROPERTY RIGHTS: Contractor agrees that any computer programs, software, documentation, copyrightable work, discoveries, inventions, or improvements (hereinafter "Work") developed by Contractor solely, or with others, resulting from the performance of Contractor's responsibilities and obligations pursuant to this Agreement are "works made for hire" and the property of the City. If for any reason the Work would not be considered a work made for hire under applicable law, Contractor does hereby sell, assign, and transfer to the City, its successors and assigns, the entire right, title and interest in and to the Work, including but not limited to exclusive rights to reproduce, distribute, prepare derivative works, display and perform the Work. Contractor agrees to provide whatever assistance is necessary for the City to preserve its commercial interest including, but not limited to, the filing of patent and copyright protection. This provision shall survive expiration and termination of this Agreement.

6. TERMINATION OF AGREEMENT

- A. Termination for Breach of Agreement:** The City may terminate this Agreement upon ten (10) days written notice for breach of this Agreement or any obligation thereof by the Contractor.
- B. Termination for Convenience:** Either Party may terminate this Agreement for convenience by providing thirty 30 days prior written notice.
- C. Payment Upon Termination:** Upon termination for any reason, the City shall pay Contractor all fees and expenses in accordance with provision 2 above already provided or incurred through the date that notice of intent to terminate is received by Contractor.

In the event of termination pursuant to subsection A above, Contractor shall be liable to the City for any additional expenses incurred by the City for satisfactory completion of the Services.

7. INDEPENDENT CONTRACTOR RESPONSIBILITIES

- A. Independent Contractor Status:** It is expressly understood that Contractor is an independent contractor and not the agent or employee of the City. Consultant is not entitled to tax withholding, workers' compensation, unemployment compensation, or any employee benefits, statutory or otherwise.
- B. Authority:** Contractor shall not have the authority to enter into any contract to bind the City and shall not represent to anyone that Contractor has such authority.

8. LIABILITY

A. Contractor Liability: The Contractor agrees to protect, defend, indemnify and hold harmless the City of Cedar Rapids, its officers and employees from any and all claims and damages of every kind and nature made, rendered or incurred by or in behalf of every person or corporation whatsoever, including the parties hereto and their employees that may arise, occur, or grow out of any acts, actions, work or other activity done by the Contractor, its employees, subcontractors or any independent contractors working under the direction of either the Contractor or subcontractor in the performance of this contract. During the performance of Services, Contractor shall be in compliance with all applicable state and federal laws, and the Policies and Procedures of the City.

B. Insurance Provisions: For SERVICES requiring Contractor's presence on any City property, the Contractor shall, during the term of this Agreement and until completion thereof, at its own expense, carry and maintain insurance coverage as required in the Request for QUALIFICATIONS.

- 9. ASSIGNMENT OR MODIFICATION:** No assignment, alteration, change, or modification of the terms of this Agreement shall be valid unless made in writing, signed by both parties and added as an addendum to this Agreement.
- 10. GOVERNING LAW:** This Agreement, regardless of where executed, shall be governed by and construed according to the laws of the State of Iowa. The venue for any litigation arising out of this Agreement shall be Linn County, Iowa. The parties hereto acknowledge and agree, for adequate and valuable consideration that they waive their right to trial by jury in any litigation that may arise out of any controversy that pertains to this Agreement.
- 11. USE OF CITY NAME:** Contractor agrees it will not use the name or intellectual property, including but not limited to, CITY trademarks in any manner, including commercial advertising or as a business reference, without the expressed prior written consent of the City.
- 12. ENTIRETY OF AGREEMENT:** This writing, together with documents referenced herein, embody the entire agreement and understanding between the parties hereto, and there are no other agreements and understandings, oral or written, with reference to the subject matter hereof that are not merged herein.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed in triplicate as of the latest date set forth below.

Primary City Contact:

Phone (319)

Fax (319)

E-Mail

CITY OF CEDAR RAPIDS, IOWA

Primary Contractor Contact:

Phone

Fax

E-Mail

By: James Prosser, City Manager

Date

CONTRACTOR

By:

Date