

## CONSULTING AGREEMENT FOR PLANNING AND DEVELOPMENT SERVICES

This consulting agreement is made and entered into as of December 1, 2023 between Scott County, Iowa (herein after called "County") and Tim Huey (hereinafter called "Consultant"). County and Consultant agree as follows:

### Term of Agreement

Subject to the provisions set forth below, the term of this agreement shall begin on December 1, 2023 and terminate on February 29, 2024. The term of this agreement may be extended for an additional period of time if the parties agree in writing.

### Consultant Services

By use of Consultant's knowledge, skills, expertise, and goodwill, and acting at all times as an independent contractor, independent of any supervision, reporting of hours, or control in the performance of consulting duties by the County, Consultant agrees to provide consultative services for the County upon its request, as follows:

- A. During the term of this agreement, Consultant shall provide to the County his best advice, information, judgement, and knowledge with respect to County Planning and Development items.
- B. Consultant shall not be required to maintain specific working hours but shall be available at all times during the term of this agreement, upon reasonable notice, when the County requests such consultative services.
- C. During the time consultative services are to be provided hereunder, they shall be performed under the direction and subject to the control of County management.

### Compensation

As compensation for the consultative services to be performed by Consultant, County agrees to pay Consultant, so long as this Agreement shall be in full force and effect, the sum of ten thousand dollars (\$10,000) for the length of the agreement. Said sum will be paid in three equal monthly installments during the Term hereof and shall not be subject to withholding for income taxes for FICA; provided, however, that such monthly consultative payments shall terminate in the event this Agreement should otherwise terminated for cause as provided herein, in which case the County shall have no further obligation to Consultant except to pay all compensation earned prior to termination. The Consultant agrees to submit a monthly invoice. In addition, County agrees to be invoiced for reasonable expenses incurred, such as mileage, for purposes of travel related to items such as meetings and necessary site visits.

### Insurance

Consultant agrees to maintain a policy of insurance to cover any negligent acts committed by Consultant during the performance of any duties under this Agreement. Consultant further agrees to hold County free and harmless from any and all claims arising from any such negligent act or omission.

### Inability to Perform

If for any reason during the term of this agreement Consultant should be prevented from performing his duties, by reason of illness or incapacity or for any other cause for an aggregate of thirty (30) days during the term of this agreement, then the County shall have the right to terminate this Agreement by giving at least fifteen (15) days prior notice written notice to Consultant.

Confidentiality

Consultant understands that in the course of providing consultative services, Consultant may be exposed to confidential information concerning the business of the County and its affiliates which the County desires to protect. Consultant understands and agrees that, among other things such as employee information or other matters specifically identified as confidential shall be treated as confidential and are not at any time during or after the Term of this Agreement to be revealed to anyone inside or outside of the County without specific written authorization by a designated County official.

Modification

This agreement may be modified only by a written document signed by each of the parties.

Entire Agreement

This Agreement contains the entire understanding of the parties relating to the subject matter hereof and supersedes all previous oral agreements between the parties.

Governing Law

This Agreement shall be governed by and construed in accordance with the law of the State of Iowa.

County, by: \_\_\_\_\_

Date: \_\_\_\_\_

Consultant, by: \_\_\_\_\_

Date: \_\_\_\_\_

THE COUNTY AUDITOR'S SIGNATURE CERTIFIES  
THAT THIS RESOLUTION HAS BEEN FORMALLY  
APPROVED BY THE BOARD OF SUPERVISORS ON

\_\_\_\_\_  
DATE

\_\_\_\_\_  
SCOTT COUNTY AUDITOR

R E S O L U T I O N

SCOTT COUNTY BOARD OF SUPERVISORS

DECEMBER 7, 2023

RESOLUTION APPROVING AGREEMENT FOR CONSULTING SERVICES WITH  
TIM HUEY FOR \$10,000 PLUS TRAVEL EXPENSES

BE IT RESOLVED BY the Scott County Board of Supervisors as follows:

Section 1. The authority of the County Administrator to sign an agreement for Planning and Development consulting services from Tim Huey for the length of three months.

Section 2. This resolution shall take effect immediately.