

Agreement for Contract Services Between Delaney's Ice Cream and the City of Dyersville

This AGREEMENT was made and entered into this May 7, 2024, by and between DELANEY'S ICE CREAM, FARLEY, IOWA 52046 (hereinafter referred to as the "DELANEY'S"), and the CITY OF DYERSVILLE, IOWA (hereinafter referred to as the "CITY"),

WITNESSETH THAT:

WHEREAS, the CITY desires to engage the services of the DELANEY'S to furnish ice cream concession stand operations at City-owned parks in Dyersville, Iowa, during City recreational events, and the DELANEY'S has signified its willingness to provide services to the CITY.

NOW, THEREFORE, the parties hereto do mutually agree as follows:

A. Scope of Consultant's Services:

The DELANEY'S agrees to perform in a good and professional manner those services described in the scope of work (Attachment A), a copy of which is attached thereto and incorporated in this AGREEMENT.

B. Changes:

The DELANEY'S may, from time to time, require or request changes in the scope of work of the CITY to be performed hereunder. Such changes, including any appropriate increase or decrease in the amount of compensation, which are mutually agreed upon by and between the CITY and the DELANEY'S, shall be incorporated in written amendments to the AGREEMENT.

C. Method of Payment:

The DELANEY'S shall pay funds to the City under the terms of this AGREEMENT, and Attachment A, Scope of Work. The Pricing Matrix shall show the basis for the percentage proposed to be funded back to the City with an agreement of 10% of the annual gross receipts and any additional items not foreseen as costs associated with the operations. The DELANEY'S will submit, on an annual basis, to CITY a record of the date and time each concessions operation was initiated, the dollar amounts grossed, and the time expended during the operation. Payment shall be made in a lump sum to the CITY no later than December 30, 2024.

D. Time of Performance:

The scope of work will begin upon execution of this AGREEMENT by both parties. This AGREEMENT shall expire on November 1, 2024, unless the CITY terminates this AGREEMENT under Section F of this AGREEMENT.

E. Termination:

This AGREEMENT may be terminated by either party upon thirty (30) days' written notice should the other party fail to perform in accordance with its terms through no fault of the party initiating the termination.

This AGREEMENT may be terminated by the CITY without cause upon thirty (30) days' written notice to the DELANEY'S.

F. Equal Employment and Nondiscrimination:

The DELANEY'S agrees not to discriminate by reason of age, race, religion, color, sex, national origin, or handicap unrelated to the duties of a position, of applicants for employment, promotion, demotion or transfer, recruitment, layoff or termination, compensation, selection for training, or participation in recreational and educational activities. In connection with the scope of work under this AGREEMENT, DELANEY'S agrees to comply with the applicable provisions of State and Federal statutes and regulations.

G. Contract Documents:

The contract documents that constitute the entire AGREEMENT between the CITY and the DELANEY'S shall include the following component parts, all of which are attached hereto and shall be deemed to be a part hereof just as set forth in full in this AGREEMENT.

Attachment A—Scope of Work

H. Excusable Delays:

The DELANEY'S shall not be in default by reason of any failure in performance of this AGREEMENT in accordance with its terms (including any failure by the DELANEY'S to make progress in the prosecution of the work hereunder which endangers such performance) if such failure arises out of causes beyond the control and without the fault or negligence of the DELANEY'S. Such causes may include, but are not restricted or limited to, acts of God or of the public enemy, acts of government in either the sovereign or contractual capacity, fires or floods, but in every case, if the failure to perform is beyond the control and without the fault or negligence of the DELANEY'S, the DELANEY'S shall not be deemed to be in default.

I. Extra Work:

No extra work will be undertaken without written authorization by the CITY.

J. Validation of Agreement:

The terms of this AGREEMENT will become valid upon execution by both parties:

IN WITNESS WHEREOF, the CITY and the DELANEY'S have executed this AGREEMENT on the date and year first above written.

REPRESENTATIVE:

CITY:

DELANEY'S ICE CREAM

CITY OF DYERSVILLE, IOWA

By: _____

By: _____
Jeff Jacque

Title: _____

Title: Mayor _____

Date: _____

Date: _____

ATTACHMENT A

Concession Stand Operations and Services

The business shall provide primary concessions stand operations and services. That is, the business will ordinarily be available to support city recreational activities that occur at City-owned parks. The business shall provide services in accordance with licensing standards outlined by the Iowa Department of Health and Human Services. The business will respond to service requests for concessions operations unless specified to the City, with a minimum of 24 hour notification. The business will record and maintain records that identify the date and time each concessions operation was initiated, the program supported, the number of personnel working, the dollar amount grossed and the time expended during the operation.

The business will also set up and maintain a routine accounting system and is expected to communicate with authorized City representatives. The City will evaluate the success and quality of the business's services based in part on the degree to which the organization can provide adequate supply or concessions products based on demand. Furthermore, the City reserves the right to evaluate the business's accounting system and records to verify the business's success.