



CONTRACT FOR SERVICES

Strategic Planning 2023

Scope of Services

Project Purpose

The project involves facilitating the creation of a 5-year strategic plan with a 10-member planning team for Madison Fire and Rescue. The process will include addressing the mission statement, vision statement, value statements, goals, and objectives for a 5-year strategic plan. It will also include up to five interviews with community leaders/partners to be identified by Chief David Bailey. Madison Fire and Rescue will be responsible for organizing all meetings (place, refreshments, invitations, materials distribution, etc.). UAH CMER will facilitate the sessions, summarize ideas, draft reports, and present the strategic plan in electronic document form.

Planning

Six Planning Sessions will consist of:

- Mission and values revisit
- Vision development
- Initiatives identification and prioritization
- 3-5 Goals with objectives plus a SWOT analysis for each goal
- Timeline, metrics, and resource requirements
- **Five community leader/partner interviews**
- **Written Strategic Plan will be delivered in Word format by May 2023**

Period of Performance

Begins upon execution of contract and will be finished in approximately 5 months plus any unexpected delays initiated by the customer. January 2023 through May 2023 is planned.

Expected Improvements

The degree and achievement of improvements are dependent on the company's ability to effectively implement the changes detailed on any implementation plan advocated by ATN staff. Assuming reasonable success during the implementation phase, the following improvements are expected within the first year after implementation.

Impact Measure	Discussion	Expected Impact
Investment in Workforce Practices or Employee Skills	Number of Employees times number of days in training or project times Average Loaded Daily Wage plus Cost of Contract.	\$9,400

Project Costs and Timeline

For the scope defined above, the cost will be \$9,400.

		Start Date	
Strategic Planning	Madison Fire and Rescue Proposed Strategic Planning 2023	January 2023	\$9,400

Total Project Cost	\$9,400
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Project Manager: Jeff Thompson

Endeavor Number: 8131

Date: January 10, 2023

MEP Survey

ATN clients are surveyed between three (3) months and two (2) years after project closing by an independent third party under contract with the Manufacturing Extension Partnership (MEP). Immediately prior to the survey, each company will be contacted by ATN staff to inform you of the upcoming survey and to review the impact data related to this and other ATN projects performed for your company.

The company's cooperation in the MEP survey is a condition of this agreement.

Company Contacts for MEP Survey

Primary Contact:	Chief David Bailey	Secondary Contact:	Brandy Williams
Title:	Fire Chief	Title:	Deputy Fire Chief
Phone:	(256) 772-5696	Phone:	(256) 772-5696
FAX:		FAX:	
Email:	david.bailey@madisonal.gov	Email:	brandy.williams@madisonal.gov

Company Name	Address	City, State ZIP	Phone
Madison Fire and Rescue, City of Madison	101 Mill Road	Madison, AL 35758	(256) 772-5696
Alabama Technology Network	301 Sparkman Drive	Huntsville, AL 35899	(256) 824-2667

Payment Terms

ATN will invoice at the completion of the project unless otherwise specified in this contract.

Standard Payment Terms: Net 30 days

Payment Methods: Check, Visa, Master Card, American Express

Make checks payable to: ATN

**Mail payments to: ATN Corporate Office
Attention: Accounts Receivable
PO Box 302130
Montgomery, AL 36130-2130**

Terms and Conditions

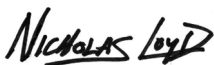
By and between the Alabama Technology Network (ATN), and Madison Fire and Rescue, City of Madison, whereas Madison Fire and Rescue, City of Madison --hereinafter referred to as the Client--desired that ATN--herein after referred to as the Center--provide services described on the previous page, which the Center has the ability and willingness to provide either directly or through appropriate service providers.

Now therefore, the parties hereby agree as follows:

Relationship of Parties: In performing the work duties and obligations pursuant to this Agreement, each party shall at all time act and perform as an independent contractor. No relationship of employer, employee, partner, joint venture, principal, or agent is created by this Agreement; and neither party may therefore make any claim against the other party for social security benefits, worker's compensation benefits, unemployment insurance benefits, vacation pay, sick leave, or any other employee benefit of any kind. No party shall have or exercise any control or direction over the performance of services by the other party to this Agreement except as provided herein. The Center and Client are each responsible for their own acts or omissions and are not responsible for the acts or omissions of the other. None of the provisions of this Agreement is intended to create nor shall be designed or construed to create any relationship between or among the Center, Client, and any Contractors, if applicable, other than that of independent contractor relationship between Client and Center.

- 1. Intellectual Property:** "Intellectual Property" shall mean inventions and discoveries (whether or not patentable), patents, patent applications, copyrights, masks works, computer software, and other writings, and all forms of similar proprietary rights conceived or developed by the performer during the term of the Agreement. Ownership of rights to all Intellectual Property discovered or identified by the Center during the term of this Agreement shall belong to the Center.
- 2. Exculpation:** The Center will not be liable to the Client for any loss, cost, damage, or expense incurred by the Client as a result of any action or failure to act, whether solely negligent or otherwise, by the Center, its employees, agents, or contractors in providing the services bargained for in this Agreement.
- 3. Indemnification:** It is agreed that the terms and commitments contained herein shall not be constituted as a debt of the State of Alabama in violation of Article XI, Section 213 of the Constitution of Alabama, 1901, as amended by Amendment Number 26. It is further agreed that if any provision of the contract shall contravene any statute or Constitutional provision or amendment, either now in effect or which may, during the course of this contract, be enacted, then the conflicting provision in the contract shall be deemed null and void. The contractor's sole remedy for the settlement of any and all disputes arising under the terms of this agreement shall be limited to the filing a claim with the Board of Adjustment for the State of Alabama.
- 4. Center Warranties:** The Center warrants to the Client that all services furnished hereunder will be performed with reasonable skill, care, and diligence and will conform to professional standards. The Center's liability and the Client's remedy under this warranty are limited to the correction of such services or data as are shown to the Center's reasonable satisfaction to have been defective, provided that written notice of such defective services or data shall have been given to the Center by the Client within ninety (90) calendar days after the performance of such services or delivery of such data by the Center.
- 5. Modification of Agreement:** This Agreement may only be modified, amended, extended, or terminated by the written agreement of both parties.
- 6. Entire Agree ment:** This Agreement contains the entire agreement between the Center and the Client with respect to the subject matter hereof. All prior agreements, representations, and promises between the Center and the Client with respect to the subject matter hereof are hereby superseded by this Agreement.
- 7. Governing Law:** This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Alabama.
- 8. Impossibility of Performance:** Neither party shall be deemed to be in violation of this Agreement if prevented from performing any of its obligations hereunder for any reasons beyond its control, including without limitation, acts of God or of the public enemy, flood, storm, strikes, or statutory regulations, rule, or action of any federal, state, or local government, or any agency thereof.
- 9. Expiration of Proposal/ Contract:** This Proposal and Contract for Services is VOID if not executed within 30 days of the proposal/ contract cover date.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.



Alabama Technology Network

Digitally signed by Dr. Nicholas Loyd
Date: 2023.01.10 10:52:44 -06'00'

Jan 10, 2023

Date

Mayor Paul Finley, City of Madison, Alabama

Date