

as a subcontractor insuring the City and listing the City as an additional insured on said policy. Independent Contractor shall provide proof of said coverage on a commercial general liability insurance policy to the City prior to any commencement of any work. Unless and until said policy is provided to the City, no work shall commence. The Independent Contractor shall hold harmless and indemnify the City against any tort, professional liability claim, demand, or other action, whether groundless or otherwise arising out of Independent Contractor's services occurring in the performance of Independent Contractor's duties on behalf of the City.

- VI. GENERAL PROVISIONS. This Agreement shall constitute the entire agreement between the parties and shall not be modified except in writing. This agreement is conditioned upon proof of insurance referenced in Paragraph 5 being provided to the City Clerk prior to any services being performed. This Agreement provides no supervisory capacity or authority to the Independent Contractor and the Independent Contractor shall not supervise, or otherwise coordinate any other City employees. The Independent Contractor may use any of the equipment owned by the City needed for cemetery headstones repair upon consultation and request with the Public Works Department. Independent Contractor shall receive direction from the City Cemetery Committee to determine top priority for maintenance and repair of headstones and payment for any work shall be provided upon completion of work each month. Hours of work shall be turned in by the Independent Contractor on a document indicating the hours worked each day and signed and attested to by the Independent Contractor upon submission to City Hall.

In witness whereof, the City of Clarksville, Iowa has caused this agreement to be signed and executed on behalf of its Mayor and duly attested to by its City Clerk, the Independent Contractor has signed and executed this Agreement both in duplicate the day and year first above written.

Motion Fails, to adjourn the City Council Special Meeting at 5:35 p.m.

Kenneth A. Smith
Mayor

Attest: Kayla Hinders
Deputy City Clerk