CITY OF CLARKSVILLE CITY COUNCIL SPECIAL MEETING JUNE 17, 2020

The Clarksville City Council met in special session June 17, 2020, in the City Hall, Clarksville, Iowa, at 5:30 p.m. with Mayor Kenneth Smith in the Chair and Council Members Roger Doty, Todd Fails, Brock Lodge, Diane Renning, and Larry Voigts present. Attending was Kayla Hinders, Financial Administration.

Motion Fails, Lodge, to adopt Resoultion 20-722: A RESOLUTION AUTHORIZING MAYOR TO ENTER INTO CONTRACT FOR CEMETERY MAINTENANCE

WHEREAS, the City Council has determined that it is in the best interest of the City to hire an individual for the purposes of cemetery maintenance for the City Cemetery;

WHEREAS, the City has drafted a contract for Bruce Hoodjer to enter into regarding his work as an independent contractor to provide maintenance on city cemeteries;

WHEREAS, the City Council has approved entry into the contract attached and incorporated by reference herein as Exhibit A;

BE IT HEREBY RESOLVED, that the City of Clarksville hereby enters into a contract for the purposes of cemetery maintenance with Bruce Hoodjer pursuant to the terms and conditions set forth therein.

PASSED AND APPROVED by the City Council on this 17 day of June, 2020. Roll Call Vote Ayes <u>4</u> Nays <u>1</u>

EXHIBIT "A"

EMPLOYMENT FOR SERVICES

CITY: CITY OF CLARKSVILLE INDEPENDENT CONTRACTOR: BRUCE HOODJER

This agreement made and entered into this 18 day of June, 2020, by and between the City of Clarksville, Iowa, an Iowa Municipal Corporation, hereinafter referred to as "City," and Bruce Hoodjer, hereinafter referred to as, "Independent Contractor," both of whom understand and state as follows:

WHEREAS, the City desires to employ the services of Bruce Hoodjer for maintenance of the City of Clarksville Lyn-Wood Cemetery headstones; and

WHEREAS, it is the desire of the City Council of the City of Clarksville, Iowa to provide certain parameters, direction, and specifications regarding the Independent Contractor's conditions of work; and

WHEREAS, the parties seek to have a written Services Agreement specifying the terms and conditions of said services; and

WHEREAS, the parties acknowledge that Bruce Hoodjer is an Independent Contractor of the City of Clarksville and is not appointed to any position and, therefore, not governed under Iowa Code Chapter 372 and shall not be considered a City employee subject to any benefits, or other rights and privileges afforded City employees;

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

- I. DUTIES.
 - A. City hereby agrees to utilize the services of Bruce Hoodjer as a part-time independent contractor to maintain cemetery headstones at the City of Clarksville Lyn-Wood Cemetery only.
- II. TERM. The provision of services by Independent Contractor shall commence immediately and shall conclude on September 7, 2020. Nothing in this agreement shall prevent, limit, or otherwise interfere with the right of the City to terminate the services of Independent Contractor at any time, subject only to the provisions set forth in this agreement.
- III. TERMINATION. The services of the Independent Contractor may be terminated by the City at any time, with or without cause. In the event the Independent Contractor is terminated because of an illegal act involving personal gain to the Independent Contractor, the City shall have no obligation to make any further contributions or pay for said work.
- IV. PAY. City agrees to pay Independent Contractor for his services rendered pursuant to this Agreement with a rate of pay of \$20/hour and said total pay for said services shall not exceed \$1,500.00. If the Independent Contractor becomes temporarily or permanently disabled or is otherwise unable to perform his duties without reasonable accommodation, the City shall have the option to terminate this agreement effective immediately.
- V. INDEMNIFICATION. Independent Contractor agrees to obtain and continue in full force and effect commercial general liability insurance policy through Lodge Electric

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