

## **CLEANING/CUSTODIAN SERVICES INDEPENDENT CONTRACTOR AGREEMENT**

This agreement is made, on the date set forth below, by and between the City of Milford, Iowa ("City") and \_\_\_\_\_, independent contractor, ("Contractor"), collectively referred to as ("Parties"), in accordance with the following terms, conditions and provisions:

- 1. Work to be Performed.** City and Contractor agree that Contractor will perform the following work in accordance with this contract: Cleaning and general maintenance of the Milford Community Building (Community Center, City Clerk's office, Utilities office, Board Room, restrooms, common areas, Milford Memorial Library), and Old City Hall space occupied by the City. General schedule of duties is attached.
- 2. Terms of Payment.** The contractor will be paid a sum of \$\_\_\_\_\_ per month.
- 3. Supplies.** The City will provide all cleaning supplies and equipment needed to perform the duties. Contractor may charge supplies on the City's account at approved businesses.
- 4. Payroll and Other Taxes.** Contractor is not an employee and shall be responsible and pay all taxes as mandated by law, including without limitation, payroll taxes, Social Security, Medicare, federal, state and local taxes. Contractor shall not be treated as an employee with respect to the services performed hereunder for any purpose, including, without thereby limiting, federal or state tax purposes.
- 5. Insurance/Worker's Compensation.** Contractor is not an employee of the City and therefore City will not provide Workers Compensation Insurance. Contractor shall have their own general liability insurance with an amount agreed to by the City and Contractor and provide a copy of a certificate of insurance if requested.
- 6. Term of Agreement.** This agreement shall run from July 1, 2017 to June 30, 2020.
- 7. Termination Without Cause.** Either party may terminate this agreement by giving thirty (30) days written notice to the other of its intent to terminate this contract for any reason.
- 8. Termination With Cause.** Either party may terminate this agreement with reasonable cause effective immediately upon the giving of written notice of the termination for cause. The grounds for reasonable cause shall include: material violation of this agreement, and/or any act exposing the other party to liability including but not limited to liability for personal injury or property damage.
- 9. Non-Waiver.** The failure of either party to this agreement to exercise any of its rights under this agreement at any time does not constitute a breach thereof and shall not be deemed to be a waiver of such rights or a waiver of any subsequent breach.

**10. No Authority to Bind the City of Milford.** Contractor has no authority to enter into contracts or agreements on behalf of the City of Milford. This agreement does not create a partnership or joint venture between the parties.

**11. Declaration by Independent Contractor.** Contractor declares and states that he has complied with all federal, state and local laws regarding business permits, licenses, and taxes that may be required to carry out the work to be performed under this agreement.

**12. Notices.** Any notice given in connection with this agreement shall be given in writing and delivered either by hand to the party or by certified mail, return receipt requested at that party's address stated herein. Any party may change its address stated herein by giving notice of the change in accordance with this paragraph.

**13. No Assignment of Contract.** This Agreement may not be assigned to another party.

**14. Choice of Law.** Any dispute under this agreement or related to this agreement shall be decided in accordance with the laws of the State of Iowa and jurisdiction shall be in Dickinson County.

**15. Entire Agreement.** This is the entire agreement between the parties and cannot be changed or modified orally. This agreement may be supplemented, amended or revised only in writing, which is signed by each of the parties.

**16. Severability.** If any part of this agreement shall be held to be unenforceable, the rest of this agreement shall remain in full force and effect.

**CITY OF MILFORD, IOWA**

By: \_\_\_\_\_  
Mary Dannatt, President  
Community Center Board

Dated: \_\_\_\_\_, 2017

By: \_\_\_\_\_  
LeAnn Houge, City Administrator

Dated: \_\_\_\_\_, 2017

Mailing Address: City of Milford, P.O. Box 536, Milford, Iowa 51351-0536

**CONTRACTOR**

By: \_\_\_\_\_

Dated: \_\_\_\_\_, 2017

By: \_\_\_\_\_

Dated: \_\_\_\_\_, 2017

Mailing Address: \_\_\_\_\_