

INDEPENDENT CONTRACTOR AGREEMENT

In a meeting on April 2, 2020, the Bloomfield City Council authorized the Interim City Administrator to move forward with contracting for services as Interim Director of Public Works for the City of Bloomfield. This contract gives the City the opportunity to have supervision of the Public Works Department in place while it continues its search for a new Director of Public Works.

This Contractor Agreement (Agreement) is entered into this 30th day of April, 2020, by and between The City of Bloomfield ("City"), 111 West Franklin Street, Bloomfield, Iowa 52537, and Richard Wilcox, an independent contractor ("Contractor") 24331 250th Street, Bloomfield, Iowa 52537, in consideration of the mutual promises made herein, as follows:

Term of Agreement

This Agreement will become effective on April 6, 2020, and will continue in effect until September 30, 2020. Neither the City nor the Contractor shall have any obligation to continue the relationship for any additional term after the expiration of the initial term; however, the contract term will automatically renew for ninety (90) days at the end of the term if the City takes no action to terminate the engagement. Contractor agrees to provide the City thirty (30) day's written notice, in advance, if Contractor decides to terminate the contractual relationship at any time.

Services to be Rendered by Contractor

The Contractor shall perform those duties as outlined in the officially adopted job description for Public Works Director of the City except as otherwise agreed between Contractor and the City Council. Contractor shall participate in the hiring, discipline and firing of employees in the Public Works Department; however, the City Administrator shall have the final authority in decisions regarding hiring, discipline and firing of Public Works Department employees.

Method of Performing Services

Contractor will determine the method, details, and means of performing the above-described services. The City Administrator and the City Council will provide direction regarding the projects to be accomplished by the Public Works Department during the term of this Agreement. Contractor will report to the City Administrator and City Council regarding the progress of the work of the Department.

Contractor will obtain authority from the City Administrator or City Council for purchases of equipment or services not already budgeted or approved by the City Council.

Compensation

In consideration for the services to be performed by Contractor, City agrees to pay Contractor the sum of \$32 per hour with an expectation that the work will not exceed 40 hours per week. Contractor will not be afforded any of the benefits provided to full-time employees of the City of Bloomfield, such as vacation, sick leave, health insurance or IPERS contributions. Contractor will not receive overtime pay or compensatory time off in the event the City requires more than 40 hours of service in one week.

No employment relationship is created by this agreement. Contractor will also be considered an independent contractor and not covered by the City for purposes of worker's compensation benefits.

Contractor agrees to submit an invoice for services and mileage by Monday before every regularly scheduled meeting of the Bloomfield City Council. Payment to Contractor will be made on Monday following the regularly scheduled meeting of the Bloomfield City Council.

Taxes

Contractor is responsible for all income, FICA and Medicare taxes due on any compensation payable under this agreement and understands that the City will issue a 1099 for compensation paid to Contractor.

Tools and Instruments

The City shall furnish the Contractor all equipment, material, facilities, and staff necessary to the efficient performance of his duties as Interim Public Works Director.

Obligations of City

The City agrees to meet the terms of all reasonable requests of Contractor necessary to the performance of Contractor's duties under this Agreement. The City Council will meet with the Contractor every three months to evaluate performance under this Agreement and identify opportunities for better coordination and communication.

The City agrees to furnish space on City's premises for use by Contractor to store any tools, equipment or supplies used while performing the above-described services.

Assignment

Neither this Agreement nor any duties or obligations under this Agreement may be assigned by City or Contractor without the prior written consent of Contractor and City.

Termination of Agreement

Notwithstanding any other provisions of this Agreement, the parties may terminate this Agreement at any time by mutual agreement. Either party may terminate this Agreement upon thirty (30) days' written notice.

Notices

Any notice to be given hereunder by either party to the other may be given either by personal delivery or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing in the introductory paragraph of this Agreement, but each party may change that address by written notice in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of the date of actual receipt; mailed notices shall be deemed communicated as of three (3) days after the date of the mailing.

Entire Agreement

This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the performance of services by Contractor for City, and contains all of the covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by the party to be charged.

Partial Invalidity

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way.

Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Iowa.

CITY OF BLOOMFIELD, IOWA

By:



Andrew Morris, Interim City Administrator



Richard Wilcox, Contractor

482-70-5894 SSN

Contractor EIN or SSN