

# **Kling Memorial Library**

## **Memorandum of Understanding for Janitorial Services**

Between the Kling Memorial Library and \_\_\_\_\_

### **I. Statement of Purpose**

This agreement, made as the date of the signatures below, creates a binding contract for services between \_\_\_\_\_, hereinafter referred to as "the Contractor" and the Kling Memorial Library, hereinafter referred to as "the Library." This agreement does not constitute a hiring by either party. It is the parties' intention that the Contractor is a self-employed independent contractor.

The parties hereby attest that they are legally empowered to enter into this agreement and that the signatures affixed to the bottom of this agreement verify acceptance of the term herein.

This document sets forth the duties and responsibilities of each party, and controls any issue(s) arising under this agreement.

### **II. Benefits**

The Contractor understands that the Kling Memorial Library provides no employment benefits, including but not limited to, insurance, workers compensation, and unemployment insurance.

The Library, therefore, will not provide fringe benefits nor maintain any of the duties of an Employer with respect to the Contractor.

### **III. Provision of Services**

#### **A. Services Provided**

The Contractor will provide in a timely and satisfactory manner the services described in Appendix "A", attached hereto, Monday through Thursday and at least one weekend day, Friday, Saturday, or Sunday, for a total of five days per week outside the working hours of the Library unless otherwise requested in advance. Hours of operation for the Kling Memorial Library are: 10:00 a.m. – 5:00 p.m., Monday, Wednesday, Friday and 10:00 a.m. – 7:00 p.m. on Tuesday and Thursday, and 10:00 a.m. – 12:00 p.m. on Saturday. The Library is closed on Sunday. Contractor shall perform other duties, including emergency services, when requested, and be compensated fairly.

The Contractor will be responsible to supply a replacement to fulfill duties if they are otherwise unavailable for any period of time.

The Library will provide all cleaning supplies, equipment, restroom paper products, hand soap, and trash can liners.

**B. Supervision of Services**

The parties recognize that services provided under Section IIIA are being rendered for the Library. The following staff member of the Library have supervisory authority over the Contractor for the contracted services:

Name:	Lindsey Freese	Title:	Library Director
Phone Number:	(319) 825-3607	Email:	<a href="mailto:lindsey@grundycenter.lib.ia.us">lindsey@grundycenter.lib.ia.us</a>

The Library reserves the right to make changes as needed in the supervisory staff or as dictated by management. The Contractor will be notified in writing of changes.

**C. Location to be Serviced**

Kling Memorial Library  
708 7th Street  
Grundy Center, IA 50638

**IV. Terms of Compensation**

In exchange for performance of the duties set forth in Section III and Appendix "A" of this agreement, the Contractor shall be compensated in the amount of \$\_\_\_\_\_ per week (\$\_\_\_\_\_ annually), which will be paid on a bi-weekly schedule. The Contractor will provide his/her social security number to allow the City of Grundy Center to provide a 1099 for Contractor services.

**V. Term/Termination**

**A. Term**

This agreement shall begin on \_\_\_\_\_ and shall automatically terminate on June 30, 2025. Either party may terminate the agreement for any reason prior to this date by providing the other with written notice to terminate at least fourteen (14) calendar days prior to the termination.

**B. Continuation**

At the end of each term the Contractor is eligible to submit a bid for the next fiscal year.

**C. Termination**

The Library may terminate this agreement at any time due to the Contractor's failure to comply with this agreement or failure to render services satisfactorily to the Library. The parties may mutually terminate the

agreement by written acknowledgement at any time during the term of the agreement without prior notice.

**V. Severability and Waiver**

If any portion of this agreement is subsequently deemed invalid or unenforceable for any reason, the remaining portions of the agreement shall continue to be valid and enforceable.

The failure of either party to strictly enforce any terms of this agreement shall not be construed as a waiver or limitation of the party's right to subsequently enforce and require strict compliance with other portions of the agreement.

**VII. Entire Agreement**

That this agreement contains the entire agreement of the parties with respect to the employment of the Contractor by the Library, and upon termination of this agreement the parties' obligations and responsibilities, each as to the other, shall be limited to those set forth in this agreement, as it may be amended from time to time.

No amendment or variation of the terms of this agreement shall be valid unless made in writing and signed by the Contractor and authorized representative of the Library.

**VIII. Acknowledgement and Acceptance of Terms**

The parties hereby acknowledge and accept the terms of this agreement as evidenced by the signatures of authorized persons set forth.

By entering into this agreement, the Contractor attests to the fact that they are not currently disbarred or suspended from receiving monies through agreements paid with municipal funds.

\_\_\_\_\_  
Lindsey Freese, Director  
Kling Memorial Library

\_\_\_\_\_  
Date

\_\_\_\_\_  
Authorized Contractor  
Name of Agency/Company

\_\_\_\_\_  
Date