

Estherville Public Library
Memorandum of Understanding for Janitorial Services

Between the Estherville Public 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 Estherville Public 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 Estherville Public Library provides no employment benefits, including and 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 Exhibit “A”, attached hereto, at least three days per week outside the working hours of the library unless otherwise requested in advance. Hours of operation for the Estherville Public Library are: 9:30 a.m. – 6:00 p.m., Monday, Tuesday, Wednesday, and 9:30 a.m. – 8:00 p.m. on Thursday, and 9:30 a.m. – 5:00 p.m. on Friday, and 9:30 a.m. – 1:00 p.m. on Saturday. Hours of operation are subject to change. The Library is closed on Sunday. Contractor shall provide contact telephone numbers to be notified for any unsatisfactory performance issues. Contractor shall perform other duties, including emergency services, when requested, for additional fees as agreed upon in advance.

The Library will provide all cleaning supplies, 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:	Tena Sunde	Title:	Director
Phone:	(712) 362-7731	Email:	tena.sunde@estherville.lib.ia.us

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. Locations to be Serviced

Estherville Public Library
613 Central Ave.
Estherville, IA 51334

IV. Terms of Payment

A. Fees

In exchange for performance of the duties set forth in Section II of this agreement, the Contractor shall be compensated in the amount of \$125.00 per week (\$6,500.00 annually), which will be paid on a monthly schedule. The contractor will provide his/her social security number to allow the Estherville Public Library to provide a 1099 for Contractor services, and will also consent to a criminal background check prior to commencing services. This Agreement is subject to Contractor passing the criminal background check.

V. Term/Termination

This agreement shall begin on _____ and shall automatically terminate on _____. Either party may terminate the agreement for any reason prior to this date by providing the other with written notice to terminate at least seven (7) calendar days prior to the termination. The parties may mutually terminate the agreement by written acknowledgement at any time during the term of the agreement without prior notice.

VI. Amendment

This agreement may be modified or amended by written agreement signed by both parties. Additionally this agreement may be renewed annually, for a period not to exceed sixty (60) months, after review of services by written agreement, signed by both parties.

VII. 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.

VIII. Entire Agreement

The parties agree that this document represents the full agreement of the parties and there are no other promises or conditions in any other agreement, written or oral.

IX. Availability of Funds

It is expressly understood and agreed that the fulfillment of the conditions of this agreement by the Library is conditioned upon the receipt of governmental funding. If funds anticipated for the fulfillment of this agreement are, at any time, not forthcoming or insufficient, the Library shall have the right to suspend or terminate this agreement immediately with notice to the Contractor, without damage, penalty, cost, or expense to the Library of any kind other than for services already performed. If funds are restored, the suspended contract can be reactivated, with notice to the Contractor.

X. Applicable Law

This agreement shall be governed by the laws of the State of Iowa and Emmet County.

XI. 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.

Tena Sunde, Director
Estherville Public Library

Date

(authorized contractor)
(name of agency/company)

Date