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CITY OF ONAWA

914 Diamond Street • Onawa, Iowa 51040

This Institution is an Equal Opportunity Provider

The City of Onawa will be taking bids for an animal control officer. The specifications for the work to be bid is set out in the proposed contract agreement that will need to be signed upon awarding the bid. If you are interested in bidding on this job, please complete the information below and return to the City Office in a sealed envelope no later than 2:00 p.m., Friday, August 2, 2024.

CITY OF ONAWA

I submit a bid of \$ _____ per month for the animal control duties as set out in the proposed contract.

(sign)

(print name)

(address)

(telephone)

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INDEPENDENT CONTRACTOR AGREEMENT

THIS INDEPENDENT CONTRACTOR AGREEMENT ("Agreement") is made and entered into this _____ day _____, of 202_ by and between the City of Onawa, Monona County, Iowa, (hereinafter the "City") and _____ (hereinafter "Contractor.")

1. NATURE OF SERVICE. Contractor hereby agrees to provide services to the City which will include, but not be limited to, the following:
 - a. Contractor will confer with the Mayor, Public Works Administrator, City Clerk, or Sheriff in accordance with applicable issues.
 - b. Contractor shall perform the following work: Clean and care for the City's animal holding facility on an "as needed" basis when animals are being held pending final disposition. Feed, water and care for animals being detained at the facility and coordinate with the Mayor, City Clerk or Public Works Administrator as to the final disposition of such animals. City shall provide necessary vehicle for transportation to and from the work premises.
 - c. Contractor shall be responsible for responding to "lost animal" or "animal at large" dispatch calls Sunday through Saturday from 8:00 a.m. until 8:00 p.m. daily.
 - d. Contractor shall not be responsible for dead animal removal from City streets, barking dog calls, and or any calls dealing with wild animals described as but not limited to opossums, raccoons, squirrels, bats or any other situation that may be construed as needing extermination services.
 - e. Contractor shall supervise and direct his/her own work and Contractor shall be solely responsible for coordinating all portions of his/her work under this Contract.
 - f. Contractor shall perform all duties and work in full compliance with City and State law and with City policies and procedures.
2. TERM. The term of this contract shall be from month to month. Contractor and City shall provide a 30 day notice prior to ending the contract relationship.
3. COMPENSATION. Contractor shall be paid the sum of _____ (\$ _____) per month for the services to be provided under this Contract. The parties agree this compensation is all that Contractor will receive from the City for the Work.
4. RELATIONSHIP BETWEEN THE PARTIES. Contractor is an independent contractor with the City and not an employee of the City.
5. Contractor shall indemnify and hold harmless the City and its agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the performance of Contractor's Site supervision services, provided that any such

claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or injury to, or destruction of, tangible property, including the loss of use, and is caused in whole or in part by any negligent acts omission of Contractor, or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, regardless of whether or not is caused in part by an indemnified party. In any and all claims against the City or any of the City's agents or employees by any employee of Contractor, or anyone directly or indirectly employed by Contractor or anyone for whose acts Contractor may be liable, the indemnification obligations under this paragraph shall not be limited in any way by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor under workmen's compensation acts, disability benefits acts or other employee benefits acts.

6. Contractor will not have employee status with the City and will not be entitled to any of the fringe benefits available to employees of the City. Contractor acknowledges that no benefits will be provided under this contract, including but not limited to, health insurance, life insurance disability insurance or other statutory benefits required to be provided by an employer, such as workers' compensation insurance. Contractor acknowledges that money paid pursuant to this contract constitutes 1099 income and no withholdings are required. Contractor will report independently on his/her income tax return all earnings paid under the terms of the agreement and pay any and all taxes associated therewith.
7. MISCELLANEOUS. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter herein, and no modification shall be valid unless in writing and signed by both parties. This Agreement shall be governed and construed in accordance with the laws of the State of Iowa. If any provision, or any portion of any provisions, contained in this Agreement is held unconstitutional, invalid, illegal, or unenforceable, said portion shall be deemed severed from the Agreement, and the remaining provisions of the Agreement shall not be affected and shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto execute this contract in duplicate by their signatures below.

CITY OF ONAWA, IOWA

Mayor

Contractor

ATTEST:

City Clerk

STATE OF IOWA, COUNTY OF MONONA, ss.

On _____ 2024, before me, the undersigned, a Notary Public in and for said county and state, personally appeared _____ and _____ to me personally known, who, being by me duly sworn, did say that they are the mayor and city clerk, respectively of the City of Onawa, Monona County, Iowa, executing the foregoing instrument; that the seal affixed hereto is the seal of said City of Onawa; that said instrument was signed and sealed on behalf of said City of Onawa by authority of its City Council; and that said _____ and _____ as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of the City of Onawa, Monona County, Iowa, by it and by them voluntarily executed.

Notary Public

STATE OF IOWA, COUNTY OF MONONA, ss.

On _____ 2024, before me, the undersigned, a Notary Public in and for said county and state, personally appeared _____ to me personally known to be the identical person named in and who executed the foregoing instrument and acknowledged the execution of same as a voluntary act and deed.

Notary Public