

RESOLUTION NO. 1515

A RESOLUTION APPROVING A CONSULTANT AGREEMENT WITH
SHERRY HILL FOR VIDEOGRAPHY SERVICES

WHEREAS, the City is interested in contracting with Sherry Hill for videography services; and

WHEREAS, the City has a desire to enter into an agreement to engage Sherry Hill as an independent contractor to perform videography services on an "as-needed" basis; and

WHEREAS, it is now necessary for the City Council to approve said agreement.

NOW, THEREFORE, BE IT RESOLVED, by the City Council of the City of West Branch, Cedar County, Iowa, that the City Council approves a consultant agreement with Sherry Hill for videography services.

Passed and approved this 6th day of September, 2016.



Roger Laughlin, Mayor

ATTEST:



Matt Muckler, City Administrator/Clerk

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT entered into by and between the City of West Branch, Iowa (hereafter "City") and Sherry Hill (hereafter "Hill").

WHEREAS, Hill is capable of providing cable access videography services (the "Services"); and

WHEREAS, the City desires to engage the services of Hill to provide said Services; and

WHEREAS, the parties desire to enter into an agreement to engage Hill as an independent contractor to perform the Services.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Independent Contractor. Hill expressly agrees that this Agreement does not create any rights as an employee of City, and that City is engaging Hill as an independent contractor to provide the Services to the City on an "as-needed" basis.
 2. Compensation for Services. The City shall compensate Hill for the Services as follows:
 - a. The City shall pay Hill the sum of \$50 per event/meeting to record video of the said event/meeting for use by the City of West Branch.
- The City shall pay Hill after the second regularly scheduled City Council meeting upon submission of an invoice for the Services to the City Clerk.
3. Use of City building and equipment. Hill, upon request of the City Administrator, shall be allowed to access City Hall and the City equipment during recording event times.
 4. Insurance. The City shall provide liability insurance to Hill under the City's policy.
 5. Termination. Hill or the City may terminate this Agreement by providing 30 days written notice to the other party.
 6. Indemnification. That in consideration of the mutual covenants of the parties and for value received, Hill agrees to indemnify and save harmless, City and its officers, employees, agents, and their successors, assigns and personal representatives from any claim, action, liability, loss, damage, or suit arising from the Services provided herein.

7. Form 1099. As required by law, the City will issue Hill a Form 1099 showing the amount paid to Hill as an independent contractor during each calendar year this Agreement is in place.

Dated this 22 day of Sept., 2016.

Sherry Hill
Sherry Hill

Roger Laughlin
Roger Laughlin, Mayor

ATTEST:

Matt Muckler
Matt Muckler, City Administrator/Clerk