



MEMORANDUM

City Hall 215 Sycamore St  
Muscatine IA 52761-3840  
(563) 264-1550  
Fax (563) 264-0750

---

HUMAN RESOURCES

To: Greg Jenkins, Interim City Administrator  
From: Stephanie Romagnoli, Human Resources Manager  
Date: December 17, 2019  
Re: Interim City Administrator Agreement

---

**Introduction:**

At the City Council meeting on December 12, 2019, the City Council voted to enter into an agreement with Greg Jenkins to serve as the Interim City Administrator.

**Background:**

This proposed agreement addresses the issue of compensation and indemnification for the provision of these services.

**Recommendation/Rationale:**

Attached for Council's consideration is an agreement for Interim City Administrator services.

**Interim City Administrator Professional Services Agreement**  
**Between Greg Jenkins and the City of Muscatine**

This agreement is effective beginning December 16, 2019 between the City of Muscatine, Iowa, hereinafter referred to as the "City", and Greg Jenkins, hereinafter referred to as "Contractor".

**SCOPE**

The Contractor agrees to perform the functions of the City Administrator in accordance with the ordinances of the City, as authorized by the City Council, and to perform such other legally permissible and proper duties as the Council shall from time to time assign. In performing such services, the Contractor shall at all times comply with all federal, state, and local statutes, rules, and ordinances applicable to the performances of such services.

**COMPENSATION**

The City shall pay the Contractor for services rendered in the sum of \$100 per hour. The Contractor shall submit hours worked to the City no later than each Monday morning for the previous work week. Payment shall be made after Council approval of the bill list at each regular Council meeting. The Contractor shall not be considered an employee of the City and therefore is not entitled to receive benefits provided to regular employees. Regularly scheduled council meetings on the first, second, and third Thursdays and attendance at any City committee meetings or other meetings which include consideration of issues relevant to the City of Muscatine will be considered hours worked and compensated at the hourly rate set forth above. Expenses incurred in work on behalf of the City will be approved by Council for payment.

The Contractor and the City agree that the Contractor is an independent Contractor with respect to the services provided pursuant to this Agreement. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties hereto. The City shall not be responsible for paying, withholding, or otherwise deducting any customary state or federal payroll deductions, or otherwise assuming the duties of an employer with respect to the Contractor.

**INDEMNIFICATION**

The Contractor shall be defended and indemnified in his actions undertaken in his official capacity pursuant to all insurance coverages maintained by the City. The City shall defend, save harmless and indemnify the Contractor against any tort, professional liability claim or demand or other action, whether groundless or otherwise, resulting from the exercise of judgement or discretion in connection with the performance of duties. The Contractor shall, however, not be indemnified for any act of omission that is willful or wanton.

**WORK SCHEDULE**

The work schedule will be based on the needs of the City and will be flexible to allow for maximum cost effectiveness and efficiency in completing the needed work.

**TERMINATION**

This Agreement may be terminated by written mutual agreement of the parties, or by one party giving to the other at least thirty (30) days advanced written notice of intent to terminate.

This agreement shall be in full force and effect from the date of execution until services are no longer needed.

CONTRACTOR:

\_\_\_\_\_  
By: Greg Jenkins

\_\_\_\_\_  
Date

\_\_\_\_\_  
By: Mayor Diana Broderson

\_\_\_\_\_  
Date