



Garden of Memory Maintenance Contract

This agreement is entered between the City of De Leon, Texas, (hereinafter called the "City") and Amanda Hicks (hereinafter referred to as "Contractor") for the maintenance of the Garden of Memory Cemetery, located on Hwy 16 South, 4 miles North of Comanche and 12 miles South of De Leon.

It is understood by both parties to this agreement that the contractor is acting as an Independent Contractor and is not an employee of the City.

The Contractor shall:

1. Mow complete cemetery grounds, as needed or as directed by the Mayor/City Administrator, inside the fence and outside to the bar ditch.
2. Edge, with weed-eater, all curbs and tombstones, as needed or as directed by the Mayor/City Administrator.
3. Keep all trees and shrubs trimmed for easy access to roads and graves; removing of all dead limbs and low hanging branches. Keep the fences free of shrubs and vines.
4. Remove all unsightly debris from the grounds and graves.
5. Spot mow for funerals as needed.
6. Have prior approval from the Mayor/City Administrator for use of herbicides or other chemicals necessary to care for and maintain the cemetery grounds.
7. Be responsible for all Federal and State taxes, as required under the Social Security Act for FICA, Federal withholding, workers' compensation, liability insurance or any other business expense or liability that might be incurred by the Contractor as part of this agreement.
8. Be responsible for any damage done to curbing, headstones, water hydrants or other property, inflicted while performing maintenance under this agreement. Contractor shall indemnify the City for all claims and /or causes of action, asserted by a third party, which arise from the services provided by Contractor pursuant to this agreement.
9. Furnish all equipment necessary to fulfill the terms of this agreement in a neat and timely manner.
10. Be responsible to the City Council through the Mayor/City Administrator, for all parts of this agreement. The Mayor/City Administrator or appointed representative shall inspect conditions of the cemetery on a regular basis to confirm the work is being completed as agreed. Contractor shall upon request supply the Mayor/City Administrator with reasonable documentation substantiating the services performed to this agreement.

The City shall:

1. Be responsible for the maintenance of roads, water lines and fences.
2. Remove from the grounds all refuse collected by the Contractor as part of this agreement
3. Furnish soil for use in filling of graves by the Contractor

The City shall in no way be responsible for accidents, employee benefits of claims of the Contractor or the Contractor's employees.

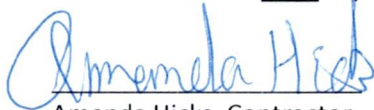
The City shall pay to the Contractor, from De Leon Public Facility Corp. Fund, the gross amount of \$800.00 per month for 7 months of growing season (April thru October) and \$500 per month for 5 months of dormant season (November thru March), upon inspection and authorization by the Mayor/City Administrator or representative, beginning the month of April 2021 extending through the month of March 2022.

Should the contractor not be in default of any part of this agreement, the City grants to the Contractor the right to renew this agreement for an additional year. The Contractor shall notify the City of such a desire to renew at least forty-five days prior to the end of this contract, but no earlier than sixty days.

City shall have the right to terminate this agreement, and cease further payments to Contractor, upon the expiration of 10 days after Contractor has received written notice from the City of Contractor's failure to perform one or more of the services described in this agreement. The notice of intent to terminate shall specifically set forth the nature of Contractor's default and the actions necessary to cure such default.

This agreement is executed under the authority of the City Council approved on the 12th day of April, 2021.

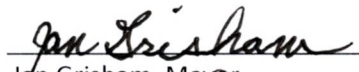
Executed on the 13th day of April, 2021.



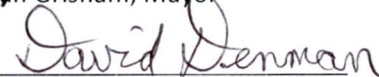
Amanda Hicks, Contractor

644-10-3220

Tax I.D. Number

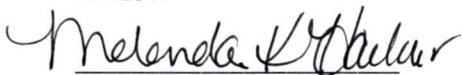


Jan Grisham, Mayor



David Denman, City Administrator

ATTEST:



Melenda K. Harbour, City Secretary