

ADDENDUM NO. 6 TO INDEPENDENT CONTRACTOR AGREEMENT
RELATING TO ADMINISTRATIVE SERVICES
FOR THE CITY OF SUNFISH LAKE

This **ADDENDUM NO. 6 TO INDEPENDENT CONTRACTOR AGREEMENT RELATING TO ADMINISTRATIVE SERVICES FOR THE CITY OF SUNFISH LAKE** (“Addendum No. 6”) is entered into this 6th day of January, 2015, by and between Iago Consulting, LLC, a Minnesota limited liability company (“Iago Consulting”), and the City of Sunfish Lake, a Minnesota municipal corporation (“City”). Subject to the conditions and terms of this Addendum No. 6 and in reliance upon the covenants of the parties herein contained, the parties hereby agree as follows:

ARTICLE 1
RECITALS

WHEREAS, the City and Iago Consulting entered into an Independent Contractor Agreement dated January 1, 2009 (“Agreement”) for administrative services.

WHEREAS, the Agreement is for a finite term.

WHEREAS, Section 2.2 of the Agreement sets forth the term.

WHEREAS, Section 3.4 of the Agreement sets forth the compensation.

WHEREAS, effective January 1, 2015, the parties desire to adjust the term by making an amendment to Section 2.2 and to adjust the compensation by making an amendment to Section 3.4.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

ARTICLE 2
AMENDMENT

2.1 Amendment. The parties agree that Section 2.2 of the Agreement is hereby amended to read as follows:

2.2 Contract Term. “Contract Term” shall mean from January 1, 2015, to December 31, 2015.

2.2 Amendment. The parties agree that Section 3.4 of the Agreement is hereby amended to read as follows:

3.4 Compensation. As and for consideration for Iago Consulting performing Administrative Services, the City shall pay Iago Consulting the lump sum amount of \$_____ for the Contract Term, payable by the monthly sum of \$_____ for each month of the twelve (12) months from January 1, 2015, to December 31, 2015, on the last day of each month.

2.3 No change to other terms. Other than the Amendments referenced in Sections 2.1 and 2.2, all of the other terms, conditions and provisions of the Agreement, as amended, shall remain in full force and effect without modification.

2.4 Effective Date. The Effective Date of the Amendments set forth in Section 2.1 and 2.2 above shall be January 1, 2015.

IN WITNESS WHEREOF, the parties have executed this Addendum No. 6 to the Agreement the day and year first set forth above.

CITY OF SUNFISH LAKE

By: _____

Molly Park, Mayor

ATTEST:

City Clerk

IAGO CONSULTING, LLC

By: _____

Catherine Iago
Its: President

**ADDENDUM NO. 2 TO EMPLOYMENT AGREEMENT BETWEEN THE
CITY OF SUNFISH LAKE AND ANN LANOUE**

THIS ADDENDUM NO. 2 TO EMPLOYMENT AGREEMENT (“Addendum No. 2”) is entered into this 6th day of January, 2015, by and between Ann Lanoue (“Lanoue”) and the City of Sunfish Lake, a Minnesota municipal corporation (“City”). Subject to the conditions and terms of this Addendum No. 2 and in reliance upon the covenants of the parties herein contained, the parties hereby agree as follows:

**ARTICLE 1
RECITALS**

WHEREAS, the City and Lanoue entered into an Employment Agreement dated May 1, 2013 (“Employment Agreement”) for the position of City Treasurer.

WHEREAS, the Employment Agreement is for an indefinite term, subject to termination by Blair or by the City, at any time.

WHEREAS, Section 4.4 of the Employment Agreement sets forth the compensation for Lanoue’s services as City Treasurer.

WHEREAS, Section 4.4 of the Employment Agreement provides that the parties will annually review the compensation amount and determine if any adjustment is warranted; Section 4.4 states that if the parties do agree to an adjustment, the adjustment must be memorialized by and addendum to the Employment Agreement.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

**ARTICLE 2
AMENDMENT**

2.1 Amendment. The parties agree that Section 4.4 of the Employment Agreement is hereby amended to read as follows:

4.4 Compensation. As and for compensation for Lanoue’s services as City Treasurer, the City shall pay Lanoue an hourly amount of \$_____ per hour payable on the last day of each month. Lanoue shall keep accurate time records to show the amount of time worked. The City shall pay all employment taxes required by state and federal law and make all other employment-related withholdings required by state and federal law.

On an annual basis or at such intervals as the parties may agree, the City Council and Lanoue shall review the compensation amount paid to Lanoue and shall determine if any adjustment is warranted. If Lanoue and the City Council agree to an adjustment, the adjustment shall be memorialized by an addendum that shall be added to this Agreement.

Lanoue understands that the position of City Treasurer requires attendance at evening meetings and occasionally weekend meetings. Lanoue understands that her attendance at these meetings is part of her duties as City Treasurer and that the City will not pay her additional compensation or compensatory time for such

attendance beyond the regular hourly rate. Lanoue understands that she is not entitled to overtime pay.

2.2 No change to other terms. Other than the Amendment referenced in Section 2.1 above, all of the other terms, conditions and provisions of the Employment Agreement, as amended, shall remain in full force and effect without modification.

2.3 Effective Date. The Effective Date of the Amendment set forth in Section 2.1 above shall be January 1, 2015.

IN WITNESS WHEREOF, the parties have executed this Addendum No. 2 to the Employment Agreement the day and year first set forth above.

CITY OF SUNFISH LAKE

By: _____

Molly Park, Mayor

ATTEST:

Catherine Iago, City Clerk

ANN LANOUE

Ann Lanoue

ADDENDUM NO. 6 TO INDEPENDENT CONTRACTOR AGREEMENT
RELATING TO FORESTER SERVICES
FOR THE CITY OF SUNFISH LAKE

This **ADDENDUM NO. 6 TO INDEPENDENT CONTRACTOR AGREEMENT RELATING TO CITY FORESTER SERVICES FOR THE CITY OF SUNFISH LAKE** (“Addendum No. 6”) is entered into this 6th day of January, 2015, by and between Living Sculpture Tree and Shrub Care, Inc., a Minnesota corporation (“Living Sculpture”), and the City of Sunfish Lake, a Minnesota municipal corporation (“City”). Subject to the conditions and terms of this Addendum No. 6 and in reliance upon the covenants of the parties herein contained, the parties hereby agree as follows:

ARTICLE 1
RECITALS

WHEREAS, the City and Living Sculpture entered into an Independent Contractor Agreement dated July 1, 2009 (“Agreement”) for forester services.

WHEREAS, the Agreement is for a finite term.

WHEREAS, Section 2.2 of the Agreement sets forth the term.

WHEREAS, Section 3.4 of the Agreement sets forth the compensation.

WHEREAS, effective January 1, 2015, the parties desire to adjust the term by making an amendment to Section 2.2 and to adjust the compensation by making an amendment to Section 3.4.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, the parties agree as follows:

ARTICLE 2
AMENDMENT

2.1 Amendment. The parties agree that Section 2.2 of the Agreement is hereby amended to read as follows:

2.2 Contract Term. “Contract Term” shall mean from January 1, 2015, to December 31, 2015.

2.2 Amendment. The parties agree that Section 3.4 of the Agreement is hereby amended to read as follows:

3.4 Compensation for Forester Services. As and for consideration for Living Sculpture performing Forester Services, the City shall pay Living Sculpture the following amounts:

a.) An hourly amount of \$_____ per hour for Forester Services performed during the Contract Term.

b.) To the extent tasks or projects require supplies and materials (such as trees, shrubs and mulch) and to the extent the Council requests that Living Sculpture provide such supplies and materials, the City shall pay Living Sculpture for the supplies and materials at the same price that Living Sculpture purchased such supplies and materials; there shall be no mark-up in price by Living Sculpture above that which Living Sculpture paid for the supplies and materials.

Living Sculpture shall bill the City on a monthly basis for the hours worked; the City shall pay Living Sculpture within thirty (30) days after the invoice.

2.3 No change to other terms. Other than the Amendments referenced in Sections 2.1 and 2.2, all of the other terms, conditions and provisions of the Agreement, as amended, shall remain in full force and effect without modification.

2.4 Effective Date. The Effective Date of the Amendments set forth in Section 2.1 and 2.2 above shall be January 1, 2015.

IN WITNESS WHEREOF, the parties have executed this Addendum No. 6 to the Agreement the day and year first set forth above.

CITY OF SUNFISH LAKE

By: _____

Molly Park, Mayor

ATTEST:

Catherine Iago, City Clerk

LIVING SCULPTURE TREE AND SHRUB CARE, INC.

By: _____

Jim Naves
Its President