

RESOLUTION NO. 1159

A RESOLUTION APPROVING A CONSULTANT AGREEMENT WITH  
TERRY GOERDT FOR CONSULTING SERVICES

WHEREAS, the City is interested in contracting with Terry Goerdts for building inspection services; and

WHEREAS, the City has knowledge of Terry Goerdts's previous experience examining building plans and performing building inspections; and

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

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 Terry Goerdts for consulting services.

Passed and approved this 18th day of November, 2013.

  
\_\_\_\_\_  
Mark Worrell, Mayor

ATTEST:

  
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Matt Muckler, City Administrator/Clerk

## CONSULTING SERVICES AGREEMENT

THIS AGREEMENT entered into by and between the City of West Branch, Iowa (hereafter "City") and Terry J. Goerdt (hereafter :Goerdt").

WHEREAS, Goerdt has previous experience with the City of Iowa City examining building plans and conducting inspections (the "Services"); and

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

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Independent Contractor. Goerdt expressly agrees that this Agreement does not create any rights as an employee of City, and that City is engaging Goerdt as an independent contractor to provide the Services to the City on an "as-needed" basis.
2. Compensation for Services. The City shall compensate Goerdt for the Services as follows:
  - a. The City shall pay Goerdt the sum of \$35 per hour for providing Plan review services.
  - b. The City shall pay Goerdt the sum of \$35 per hour for providing inspection services, said sum to include all applicable mileage.
  - c. The City will pay a minimum one-hour charge each time Goerdt provides the Services for the City.

The City shall pay Goerdt 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. Goerdt, upon request of the City Administrator, shall be allowed to access City Hall and the City equipment during regularly scheduled business hours.
4. Insurance. The City shall provide liability insurance to Goerdt under the City's policy.

5. Time of Completion. Goerdt shall complete all plan reviews within 5 business days and complete inspections within 2 business days after the request by the City Administrator.
6. Termination. Goerdt or the City may terminate this Agreement by providing 30 days written notice to the other party.
7. Indemnification. That in consideration of the mutual covenants of the parties and for value received, Goerdt and 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.
8. Form 1099. As required by law, the City will issue Goerdt a Form 1099 showing the amount paid to Goerdt as an independent contractor during each calendar year this Agreement is in place.

Dated this 18<sup>th</sup> day of November, 2013.

  
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Terry J. Goerdt

  
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Mark Worrell, Mayor

ATTEST:

  
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Matt Muckler, City Administrator/Clerk