

RESOLUTION NO. 1390

A RESOLUTION APPROVING A CONSULTANT AGREEMENT WITH LISA RICKERTSEN FOR FINANCIAL CONSULTING SERVICES

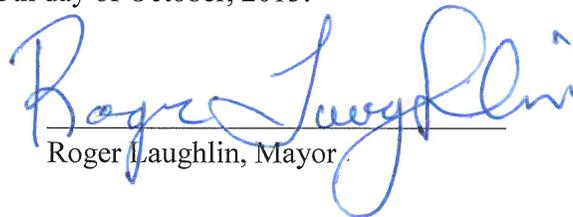
WHEREAS, the City is interested in contracting with Lisa Rickertsen for financial consulting services; and

WHEREAS, the City has knowledge of Lisa Rickertsen's previous experience with municipal finance; and

WHEREAS, the City has a desire to enter into an agreement to engage Lisa Rickertsen as an independent contractor to perform financial consulting 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 Lisa Rickertsen for financial consulting services.

Passed and approved this 5th day of October, 2015.

  
\_\_\_\_\_  
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 Lisa Rickertsen (hereafter “Rickertsen”).

WHEREAS, Rickertsen has experience providing municipal finance services (the “Services”); and

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

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

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Independent Contractor. Rickertsen expressly agrees that this Agreement does not create any rights as an employee of City, and that City is engaging Rickertsen as an independent contractor to provide the Services to the City on an “as-needed” basis.
2. Compensation for Services. The City shall compensate Rickertsen for the Services as follows:
  - a. The City shall pay Rickertsen the sum of \$50 per hour for providing municipal finance consulting services, said sum to include all applicable mileage.
  - b. The compensation paid under the agreement will not exceed \$10,000 unless approved by future resolution of the City Council.

The City shall pay Rickertsen 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. Rickertsen, 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 Rickertsen under the City’s policy.
5. Termination. Rickertsen 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, Rickertsen 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 Rickertsen a Form 1099 showing the amount paid to Rickertsen as an independent contractor during each calendar year this Agreement is in place.

Dated this 6<sup>th</sup> day of October, 2015.

Lisa Rickertsen

Lisa Rickertsen

Roger Laughlin

Roger Laughlin, Mayor

ATTEST:

Matt Muckler

Matt Muckler, City Administrator/Clerk