

RESOLUTION 2025-15

**A RESOLUTION APPROVING A PROFESSIONAL SERVICE
AGREEMENT WITH GOERDT INSPECTIONS AND CONSULTATION
SERVICES, LLC.**

WHEREAS, the City is interested in contracting with Goerdts Inspections and Consultation Services, LLC for building inspection and consulting services; and

WHEREAS, the City has previously employed Terry Goerdts for examining building plans and performing building inspections for the City of West Branch; and

WHEREAS, the City has a desire to enter into an agreement (See Exhibit A) to engage Terry Goerdts as an independent contractor to perform inspection and consulting services; 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 Professional Service Agreement with Goerdts Inspections and Consultation Services LLC.

Passed and approved this 18th day of February, 2025.



Roger Laughlin, Mayor

ATTEST:



Leslie Brick, City Clerk

EXHIBIT A

CONSULTING SERVICES AGREEMENT

THIS AGREEMENT entered into by and between the City of West Branch, Iowa (hereafter "City") and Goerdt Inspection and Consulting Services, LLC (hereafter "Goerdt").

WHEREAS, Goerdt has previous experience with the City of Iowa City examining building plans and conducting inspections and has just retired from the City of Iowa City; and

WHEREAS, the City desires to engage the services of Goerdt to provide said Services for the City; 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. Services to be Provided by Goerdt. Goerdt shall provide the following services to the City under this Agreement, which include, but are not limited to:
 - a. Permit and Plan Review;
 - b. Building, mechanical, electrical and property maintenance inspections.
 - c. Assist the City Administrator in management and administration of nuisance abatements, municipal infractions, etc., as requested by the City Administrator;
 - d. Provide fire code inspections for alcohol permit applications;
 - e. Review fence permits;
 - f. Contractor or resident liaison for items (a) through (e);
 - g. Any other duties as assigned by the City

(collectively known as the "Services").

2. 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 requested" basis. This Agreement shall remain in full force and effect until such time as either party gives the other party 60-days written notice of its desire to terminate the agreement for any cause.
3. Compensation for Services. The City shall compensate Goerdt for the Services as follows:


- a. The City shall pay Goerdt the sum of \$42 per hour for providing the Services on behalf of the City.
- b. The City will pay a minimum one-hour charge each time Goerdt provides the Services for the City.
- c. Special projects may be at an additional fee agreed to between the parties.

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.

4. Use of City building and equipment. Goerdt shall be allowed to access City Hall and City equipment during regularly scheduled business hours.
5. Insurance. Goerdt shall be solely responsible for the purchase and maintenance of any and all insurance deemed necessary and appropriate to provide the Services to the City and the City shall be named as an additional insured on said policies. At the City's request, Goerdt shall provide a certificate of insurance evidencing the same to the City.
6. Indemnification. Goerdt shall indemnify, defend and hold the City harmless from any action for damages brought pursuant to this Agreement. Goerdt shall cooperate with the City and its legal representation defending any claims filed.
7. 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.
8. No amendment to this Agreement shall be effective until approved of and executed in writing by both parties thereto.
9. This Agreement shall be binding upon and inure to the benefit of the successors in interest to the parties.
10. This Agreement shall become effective after execution of this Agreement by both parties.

Dated this 18 day of FEBRUARY, 2025.


Terry J. Goerdt


Roger Laughlin, Mayor