

Whereupon, Council member Lorenzen moved that the following resolution be adopted:

Resolution 2023-36

A RESOLUTION AUTHORIZING AMENDMENT NO. 1 IN THE RENTAL INSPECTOR AGREEMENT

WHEREAS, the City Council of the City of Eagle Grove has contracted with a rental inspector for rental inspection services in the City of Eagle Grove, Iowa; and,

WHEREAS, the City Council of the City of Eagle Grove has received an amendment to the original agreement for the scope, schedule, and payment conditions for rental inspection services; and,

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Eagle Grove hereby approve this Resolution and authorize the Mayor and City Clerk to execute this Amendment No. 1 to the Rental Inspector Agreement between the City of Eagle Grove and David Govern

The motion was seconded by Council member Lorenzen and after due consideration thereof, the roll was called and the following Council members voted:

Ayes: Vanderweide, Pamperin, Weiland, Lorenzen, Lorenick
Nays:

Whereupon, the Mayor declared said this Resolution duly passed and adopted this 17th day of April, 2023.

Sandra McGrath
Sandra McGrath
Mayor

ATTEST:

Bryce Davis
Bryce Davis
City Administrator/Clerk

RENTAL INSPECTOR AGREEMENT

This Agreement, when accepted by the City of Eagle Grove, Iowa, an Iowa municipality ("City"), is made as of the 15th day of August, 2022, by and between the City and *DAVID GOVERN* ("Contractor").

IN CONSIDERATION of their mutual promises made herein, and for other good and valuable consideration, the parties hereby agree as follows:

1. Scope of Work

The City engages the Contractor to furnish the work described in the Schedule attached to this Agreement and incorporated herein by reference as Exhibit A, and the Contractor agrees to furnish the work as described in the Schedule.

2. Price and Payment

The City agrees to pay the Contractor in accordance with the price and payment terms set forth in the Schedule attached to this Agreement, and the Contractor agrees to accept such amounts as full payment for its work and to sign such receipts as the City shall request to acknowledge payment. The Contractor acknowledges that its federal employer tax identification number, or social security number in the case of an individual, is correctly set forth in the Schedule attached to this Agreement.

3. Independent Contractor Relationship

The Contractor is an independent contractor and is not an employee, servant, agent, partner or joint venture of the City. The City shall determine the work to be done by the Contractor, but the Contractor shall determine the legal means by which the Contractor accomplishes the work specified by the City. The City is not responsible for withholding, and shall not withhold, FICA or taxes of any kind from any payments it owes the Contractor. Neither the Contractor nor its employees shall be entitled to receive any benefits which employees of the City are entitled to receive and shall not be entitled to workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing, or Social Security on account of their work for the City.

4. Business of Contractor

The Contractor represents and warrants to the City that Contractor is engaged in an independent calling and has complied with all local, state, and federal laws regarding business permits and licenses that may be required to carry out the independent calling and to perform the services specified in this Agreement. Upon request by the City, the Contractor shall provide the City with copies of all documents reasonably requested by the City to verify the Contractor's established business and the representations set forth herein. Notwithstanding any due diligence performed by the City with respect to the subject matter of these representations, the Contractor shall indemnify and hold the City, its directors and officers, and its agents and employees, harmless from any and all claims, causes of action, losses, damage, liabilities, costs and expenses, including attorney fees, arising from breach of the representations set forth in this Section.

5. Employees of Contractor

The Contractor shall be solely responsible for paying its employees. The Contractor shall be solely responsible for paying any and all taxes, FICA, workers' compensation, unemployment compensation, medical insurance, life insurance, paid vacations, paid holidays, pension, profit sharing and other benefits for the Contractor and its employees, servants and agents.

6. Insurance

The Contractor shall furnish the City with current certificates of coverage of the Contractor, and proof of payment by the Contractor, for workers' compensation insurance, general liability insurance, motor vehicle insurance and such other insurance as the City may require from time to time. The insurance policies shall provide that the insurance may not be altered or canceled by the insurer until after thirty (30) days' written notice to City. The Contractor shall maintain all such insurance coverage and shall furnish the City with certificates of renewal coverage and proofs of premium payments. If the Contractor fails to pay a premium for insurance required by this paragraph before it becomes due, the City may pay the premium and deduct the amount paid from any payments due the Contractor and recover the balance from the Contractor directly.

7. Risk

The Contractor shall perform the work at its own risk. The City will not reimburse the Contractor for any expenses incurred by Contractor as a result of services rendered under this Agreement, including, without limitation, car-related expenses, telephone expenses, etc.

8. Indemnity and Warranty

The Contractor shall at all times comply with all applicable laws, statutes, ordinances, rules, regulations and other governmental requirements. The Contractor shall indemnify and hold the City, its directors and officers, and its agents and employees, harmless from any and all claims, causes of action, losses, damage, liabilities, costs and expenses, including attorney fees, arising from the death of or injury to any person, from damage to or destruction of property, or from breach of the warranties in this Section, arising from the provision of services by Contractor, its agents or employees.

9. Assignment

The Contractor may not assign any of its rights or duties under this Assignment without the prior written consent of the City.

10. Term and Termination

Time is of the essence in the provision of services under this Agreement. This Agreement is effective as of the date signed by both parties and shall terminate upon Contractor's completion of the services in accordance with the Schedule attached to this Agreement, unless terminated in accordance with the provisions set forth in this Section 10. Notwithstanding anything herein to the contrary, the City reserves the right to terminate this Agreement at any time upon delivery of written notice of termination, and Contractor shall be compensated for all services provided prior to such termination. The City may

terminate this Agreement immediately, however, should Contractor fail to perform any of its obligations hereunder, including without limitation completion of the services provided for herein in a timely manner. The Contractor acknowledges and agrees that its obligations pursuant to Section 8 shall survive the termination or expiration of this Agreement.

11. Entire Agreement

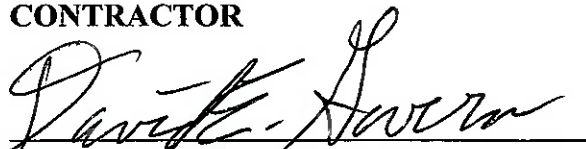
This Agreement represents the entire agreement of the parties hereto relating to the subject matter hereof, and any prior agreements, promises, negotiations, or representations, whether oral or written, not expressly set forth in this Agreement are of no force and effect. This Agreement may be modified only by a writing signed by both parties.

12. Governing Law

This Agreement shall be governed and construed in accordance with the laws of the State of Iowa.

IN WITNESS WHEREOF, the parties have executed this Agreement on the dates shown below.

CONTRACTOR



Name: DAVE GOVERN

Date: August 15, 2022

CITY OF EAGLE GROVE, IOWA



Sandra McGrath, Mayor

ATTEST:



Bryce Davis, City Clerk

EXHIBIT A

Scope of Work

The rental inspector shall make inspections and take other steps necessary for the enforcement of city ordinances relating to rental housing, including, without limitation, Chapter 148, Rental Inspection Regulatory and Inspection Program, and Chapter 155, Property Maintenance Code. The rental inspector shall properly document such inspections via such checklists, notes, photographs, videos, etc. as may be necessary or required by the City to allow the City to enforce its ordinances. The rental inspector shall be paid a fee of \$25.00 per inspection and \$25.00 per hour for activities not relating to the actual inspection process subject to the approval of the City Administrator.

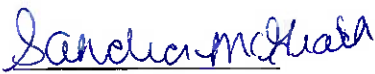
AMENDMENT NO 1
RENTAL INSPECTOR AGREEMENT

In reference to the Rental Inspector Agreement (agreement) made by and between the City of Eagle Grove, Iowa, an Iowa municipality ("City") and David Govern ("Contractor") and dated the 15th day of August, 2022, such agreement is hereby amended to include the following conditions:

1. **Exhibit A: Scope of Work:** The Rental Inspector shall make inspections and take other steps necessary for the enforcement of city ordinances relating to rental housing; including, without limitation, Chapter 148: Rental Inspection Regulatory and Inspection Program, and Chapter 155: Property Maintenance Code. The Rental Inspector shall properly document such inspections via such checklists, notes, photographs, videos, etc. as may be necessary or required by the City to allow the City to enforce its ordinances. The Rental Inspector shall be paid based on the following schedule:
 - a. A base fee of \$30.00 per inspection (Includes One Unit)
 - b. \$10.00 for each additional unit in the same inspection
 - c. \$30.00 for each re-inspection or no show by the property owner or manager
 - d. \$25.00 / hour for paperwork (1 Hour Maximum Per Inspection/Unit)
 - e. \$5.00/Unit for Re-inspections through any electronic means

The undersigned agree that the terms of this amendment are made effective as of 17th day of April, 2023.

City of Eagle Grove, Iowa

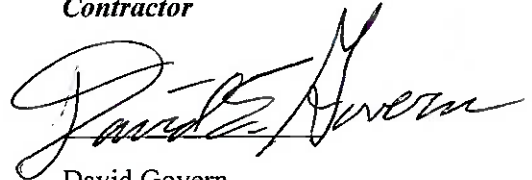


Sandra McGrath, Mayor



Attest: Bryce Davis, City Clerk

Contractor



David Govern