

## AGREEMENT

### Earlham, Iowa Professional Building Inspection Services

**THIS AGREEMENT** made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2026 by and between the **CITY OF EARLHAM, IOWA**, hereinafter referred to as **CITY**, party of the first part, and **VEENSTRA & KIMM, INC.**, a Kleinfelder Company, a corporation organized and existing under the laws of the State of Iowa, with principal offices in West Des Moines, Iowa, party of the second part, hereinafter referred to as the **BUILDING OFFICIAL**.

**WITNESSETH: THAT WHEREAS**, the CITY has enacted by ordinance certain codes for building standards for construction within the CITY, and

**WHEREAS**, the Code of Ordinances provides for the appointment of a **BUILDING OFFICIAL** responsible for the enforcement of the building code.

**WHEREAS**, the Mayor and CITY Council desire to appoint and confirm the appointment of Veenstra & Kimm as the **BUILDING OFFICIAL**.

**NOW, THEREFORE**, it is hereby agreed by and between the parties hereto that the CITY retains the **BUILDING OFFICIAL** to act and represent it in building inspection matters, as set forth hereinafter. Such agreement shall be subject to the following terms and conditions, to-wit:

1. **SCOPE OF SERVICES.** The **BUILDING OFFICIAL** agrees when requested by CITY to provide those services necessary to comply with the requirements of the building code ordinance and zoning ordinance. With said services including but not necessarily limited to the following:
  - a. Provide inspection of construction for residential and commercial construction in accordance with the Code of Ordinances of the CITY.
  - b. Coordinate building code inspection and enforcement with building codes according to CITY policy.
  - c. Review applications and plans for all building construction.
2. **PLAN REVIEW.** In accordance with the provisions of the building codes, a plan review fee may be required. Please see Attachment A.
3. **COMPENSATION.** The CITY shall compensate the **BUILDING OFFICIAL** in accordance with Attachment A.
4. **PAYMENT.** The CITY shall make payment to the **BUILDING OFFICIAL** for all services within thirty (30) days of receiving the monthly invoice.
5. **TERMINATION.** This Agreement shall automatically renew for successive one-year terms unless terminated by the CITY. If the CITY should desire to suspend or terminate the service to be

rendered by BUILDING OFFICIAL under this Contract, such suspension or termination may be affected by the CITY giving the BUILDING OFFICIAL written notice 30 days in advance. Payment is to be made by the CITY for the BUILDING OFFICIAL'S services, based on hourly billing rates, plus actual expenses.

**6. DISPUTE RESOLUTION.**

- a. CITY and BUILDING OFFICIAL agree to negotiate all disputes between them in good faith for a period of thirty (30) days from the date of notice prior to other provisions of this Agreement, or under law.
- b. CITY and BUILDING OFFICIAL agree to use mediation for dispute resolution if the previously described negotiation process is not successful.
- c. In the event of any litigation arising from or related to this Agreement or the services provided under this Agreement, each party shall pay their own legal expenses, including staff time, court costs, attorney's fees and all other related expenses in such litigation.

**7. EXTRA WORK.** Fees stated in Schedule A cover the specific services outlined in this Agreement. If the CITY requires additional services from the BUILDING OFFICIAL in connection with building code, or changes or modifications in the services, the BUILDING OFFICIAL shall receive additional compensation for said services. Such additional compensation shall be at the standard hourly fees for personnel of the BUILDING OFFICIAL, plus expenses for personnel engaged in the authorized extra work.

**8. INDEMNIFICATION.** The BUILDING OFFICIAL shall and hereby agree to hold and save the CITY harmless from any and all claims, settlements, and judgments, to include all reasonable investigative fees, attorneys' fees, suit and court costs for personal injury, property damage, and/or death arising out of the BUILDING OFFICIALS' or any of its agents', servants', and employees' errors, omissions or negligent acts for services under this Agreement, and for all injury and/or death to any and all of the BUILDING OFFICIALS' personnel, agents, servants, and employees occurring under the Workers' Compensation Act of the State of Iowa.

**9. INSURANCE.** BUILDING OFFICIAL will maintain insurance coverage for Workers' Compensation, General Liability, and Automobile Liability and will provide certificates of insurance to CITY upon request.

**10. ASSIGNMENT.** This Agreement and each portion thereof shall be binding upon the successors and assigns of the parties hereto.

This Contract expresses the entire Contract between the parties and no representations, promises or warranties have been made by either of the parties that are not fully expressed herein. This Contract may only be amended, supplemented, modified, or canceled by a duly executed written instrument.

IN WITNESS WHEREOF, the parties hereto have executed this Contract as of the day and year first above written.

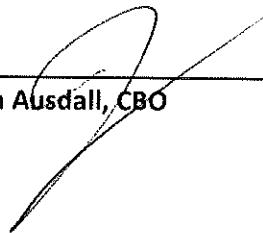
CITY OF EARLHAM, IOWA


ATTEST:

By \_\_\_\_\_  
Mayor

\_\_\_\_\_  
CITY Clerk

VEENSTRA & KIMM, INC.

By  \_\_\_\_\_  
Jason Van Ausdall, CBO

 \_\_\_\_\_  
Date



## **ATTACHMENT A**

### **Building Inspection Department Fee Schedule**

**Commercial Building Inspection Service Fees:** Project valuation determines the billing method:

- **Valuations > \$500,000:**
  - Inspection Services – 80% of building permit fee
  - Plan Review – 65% of building permit fee
- **Valuations ≤ \$500,000:** Inspection services and plan review billed at current hourly rates.

**Hourly Rates:**

- **Building Inspector I:** \$235/hr
- **Building Inspector IA:** \$174/hr
- **Building Inspector II:** \$134/hr
- **Permit Technician:** \$101/hr

**Travel:** Mileage will be billed at the current IRS standard mileage rate.

**Annual Adjustments:** Hourly rates shall be adjusted annually in accordance with Veenstra & Kimm's normal business practice.