

INTERGOVERNMENTAL AGREEMENT FOR
BUILDING INSPECTION SERVICES

This agreement (“Agreement”) is made by and between the City of Waukesha (“Waukesha”), 201 Delafield Street, Waukesha, Wisconsin 53188, and City of Brookfield (“Brookfield”), 2000 North Calhoun Road, Brookfield, Wisconsin 53005, both municipal corporations located in Waukesha County.

WHEREAS, due to a staff retirement and resignation, Brookfield currently needs commercial building inspection services to inspect buildings for building code compliance; and

WHEREAS, Waukesha employs 1 State-certified commercial building inspector; and

WHEREAS, pursuant to Wisconsin State Statute 66.0301(2), Brookfield and Waukesha have the authority to enter into cooperative intergovernmental agreements; and

WHEREAS, the purpose of this Agreement is for Brookfield to contract with Waukesha for commercial building inspection services on an as needed basis within Brookfield to ensure Brookfield’s compliance with applicable state and local law.

NOW, THEREFORE, Brookfield and Waukesha, for good and valuable consideration and the mutual promises hereinafter set forth, do agree as follows:

1. **Recitals.** The above-referenced recitals are correct and hereby incorporated by reference.
2. **Services.** Waukesha shall provide Brookfield with commercial building inspectors for the following services (“Services”) on an as-needed basis:
 - a. Perform all general inspections from footings to final occupancy as required by the Brookfield Municipal Code, Wisconsin law, or permit requirements. Inspections normally will be performed Monday through Friday, excluding weekends and holidays. Waukesha will make reasonable efforts to complete inspections within 3 business days of a request..
 - b. Create reports to document the findings of their inspections.
 - c. Provide Brookfield records of inspections, notes, and any other records generated due to this Agreement and assist Brookfield in maintaining such records.
 - d. Provide information to builders, owners and residents of Brookfield regarding state and local building codes either by phone or Brookfield issued email.
 - e. Perform Brookfield’s responsibilities under the Commercial Building Code, and other state and local laws excluding plan review.
 - f. All services must be performed consistent with applicable state statutes and the

Brookfield Municipal Code.

- g. The parties acknowledge that this Agreement represents an independent contract relationship and that in no event shall any of the persons performing services for Waukesha under this Agreement be considered employees of Brookfield.

3. Waukesha's Duties:

Waukesha shall provide the following related to the performance of this Agreement:

- a. Waukesha-employed State of Wisconsin certified commercial building inspectors.
- b. All code books, technical manuals and inspection equipment needed for the Waukesha inspectors to perform their duties under this Agreement.
- c. All necessary professional organization dues and costs of on-going training and re-certification.

4. Brookfield's Duties: Brookfield shall provide the following related to the performance of this Agreement:

- a. Provide the assigned Waukesha inspectors with 48 hours' notice of any scheduled inspections that they are to perform.
- b. The Brookfield City Attorney's office will provide legal advice/support for any legal issues arising from the performance of duties by the Waukesha building inspectors under this Agreement, including, but not limited to, code enforcement actions, raze orders, special charge claims, open records requests, and other building inspection issues.
- c. A properly registered and insured vehicle for use while performing services within Brookfield including the costs of maintenance, fuel, etc. required.

5. Fees. Waukesha shall charge Brookfield \$52.00 per hour for the services. Waukesha shall send an itemized invoice to the City on or about the 1st of each month for the previous month's work. Brookfield will pay the invoice within 30 days of receipt.

6. Term of Agreement

The term of this Agreement shall commence upon execution by both parties and shall continue through October 4, 2025.

7. Termination of Agreement

This Agreement may be terminated without cause by either party upon 30 days written notice to the other party. All such notices shall be sent by certified mail or personally delivered, with a copy sent via email, as follows:

City of Brookfield
Attn: Justin Drew
2000 North Calhoun Road
Brookfield, WI 53005
drew@ci.brookfield.wi.us

City of Waukesha

Attn: Kristin Stone
201 Delafield Street
Waukesha, WI 53188
EMAIL ADDRESS.

The Services requirements set forth in Sections 2(a), 2(b), and 2(c) above for Services rendered prior to the termination or expiration date shall survive the termination or expiration of this Agreement.

8. Assignment

This agreement shall not be assigned to any other party without the written consent of both parties.

9. Insurance

Waukesha shall maintain public liability insurance coverage and worker's compensation coverage for Waukesha inspectors performing work under this Agreement.

10. Indemnification and Hold Harmless

Except for willful misconduct or intentional acts, Waukesha shall not be liable to any third party for injuries, expenses, or damages resulting from work undertaken pursuant to this Agreement. Except for willful misconduct or intentional acts, Brookfield shall indemnify and save harmless Waukesha, its elected and appointed officials, officers, and employees from all third-party suits, actions, or claims or costs of any kind, including actual reasonable attorney's fees, brought because of any injuries or damages received or sustained by any person or property on account of or related to this Agreement.

11. Governing Law

This agreement and all questions arising in connection herewith shall be governed by the laws of the State of Wisconsin. Any suit, proceeding, or other action arising out of or related to this Agreement shall be commenced and maintained only in a court of competent jurisdiction in the state court located in Waukesha County, Wisconsin or federal court located in Milwaukee County, Wisconsin. Each party irrevocably consents to submit to the exclusive jurisdiction of such courts.

12. Entire Agreement

This agreement contains the entire agreement between the parties regarding this matter. This agreement may be amended, supplemented, or modified at any time, but only by a written agreement duly executed by the parties.

The parties have executed this agreement on this ____day of _____, 2025.

BROOKFIELD:

By: _____
Steven V. Ponto, Mayor

Date: _____

By: _____ Date: _____
Julie Aquavia, Deputy City Clerk

COUNTERSIGNED: funds necessary to pay the liabilities of this contract have been provided.
§62.09(10)(f), Wis. Stats.

By: _____ Date: _____
Robert Scott, Director of Finance and Administration

WAUKESHA:

By: _____ Date: _____
Shawn Reilly, Mayor

By: _____ Date: _____
Katie Panella, City Clerk

COUNTERSIGNED: funds necessary to pay the liabilities of this contract have been provided.
§62.09(10)(f), Wis. Stats.

By: _____ Date: _____