

Intergovernmental Agreement for Building Inspection Services

This Intergovernmental Agreement, referred to herein as the Agreement, is made by and between the City of Waukesha, 201 Delafield Street, Waukesha, Wisconsin 53188, referred to herein as Waukesha; and City of Brookfield, 2000 North Calhoun Road, Brookfield, Wisconsin 53005, referred to herein as Brookfield; both municipal corporations located in Waukesha County. Together, they are referred to herein as the Parties.

Whereas both Parties are experiencing staff shortages and need occasional assistance in performing commercial building inspection services for code compliance; and

Whereas the Parties each employ State-certified trades inspectors who may occasionally have openings in their schedules that make them available for assistance to the other Party; 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 the Parties to assist each other with trades inspection services on an as-needed and as-available basis to ensure each Party'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 and contract as follows:

1. **Recitals.** The above recitals are correct and hereby incorporated by reference.
2. **Services.** Each Party shall provide the other with trades inspectors for the following services, referred to herein as the Services, on an as-needed, as-available basis:
 - a. Perform all general trades related inspections from footings and rough inspections to final occupancy as required by the respective municipal code, Wisconsin law, or permit requirements. Inspections will normally be performed Monday through Friday, excluding weekends and holidays. The Parties 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 the requesting Party records of inspections, notes, and any other records generated due to this Agreement and assist the requesting party in maintaining such records.
 - d. Provide information to builders, owners and residents of the requesting Party regarding state and local building codes, either by phone or the requesting Party's email.
 - e. Perform the requesting Party'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 requesting Party's 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 the Parties under this Agreement be considered employees of the other Party.
3. **Duties of the Parties.** Each Party shall provide the following related to the performance of this Agreement:

- a. State of Wisconsin certified trades inspectors employed by the Party, as they are available. Each Party's inspection needs shall have priority, and each Party shall make inspectors available for the other's needs in good faith to the full extent possible.
 - b. All code books, technical manuals, and inspection equipment needed for the other Party's inspectors to perform their duties under this Agreement.
 - c. All necessary professional organization dues and costs of on-going training and re-certification for their respective employees.
 - d. At least 48 hours' notice to the other Party of any scheduled inspections that they are requested to perform.
 - e. The requesting Parties' City Attorney's offices will provide legal advice and support for any legal issues encountered by the other Party's inspectors in the performance of duties under this Agreement, including, but not limited to, code enforcement actions, raze orders, special charge claims, open records requests, and other building inspection issues.
 - f. A properly registered and insured vehicle for use by the other Party's inspectors while performing services within the requesting Party's jurisdiction, including the costs of maintenance, fuel, etc.
4. **Fees.** The Parties shall initially charge each other a fee of \$52.00 per hour for services provided. The fee may be adjusted by either Party from time to time after 6 months from the date of this Agreement's execution, by written notice given no less than 60 days in advance of the proposed change. The Parties shall send an itemized invoice to the other on or about the 1st of each month for the previous month's work. Invoices shall be payable net 30 days.
5. **Term and Termination.** The term of this Agreement shall commence upon its execution and shall continue until terminated by either Party. 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
kstone@waukesha-wi.gov

The Services requirements set forth in sections 2.b and 2.c for inspections performed prior to the termination or expiration date shall survive the termination or expiration of this Agreement.
6. **Assignment.** This Agreement shall not be assigned to any other party without the written consent of both Parties.
7. **Insurance.** Each Party shall maintain public liability insurance coverage and worker's compensation coverage for their own inspectors performing work under this Agreement.

8. **Indemnification and Hold Harmless.** Each Party shall indemnify and hold the other Party and their respective employees, officers, and officials harmless from any third-party lawsuits, damages, costs, attorney fees, or any other liabilities arising from the performance of requested Services by the other Party, except for such liabilities arising from willful misconduct or intentional acts. Each Party waives cross-claims against the other for subrogation or contribution for such liabilities, except for those arising from willful misconduct or intentional acts.
9. **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 Wisconsin Circuit Court for Waukesha County. Each Party waives defenses of personal or subject-matter jurisdiction or venue.
10. **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.

Executed the _____ day of June, 2025.

City of Brookfield

By Steven V. Ponto, Mayor

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 Robert Scott, Director of Finance and Administration

City of Waukesha

By Shawn Reilly, Mayor

Katie Panella, City Clerk

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

By Joseph P. Ciurro, Finance Director