

COMMERCIAL BUILDING INSPECTION AGREEMENT

This Commercial Building Inspection Agreement (“Agreement”) is entered into by and between the City of Manitowoc, a Wisconsin municipal corporation, and the City of Two Rivers, a Wisconsin municipal corporation, to provide the City of Two Rivers with commercial building inspection services by the City of Manitowoc on a temporary basis. City of Manitowoc and City of Two Rivers may be referred to individually as “Party” or collectively as the “Parties.”

WITNESSETH

WHEREAS, the City of Two Rivers must, from time to time, perform commercial building inspections pursuant to the requirements of the Wisconsin Statutes in the city of Two Rivers; and

WHEREAS, the City of Manitowoc employs qualified staff to perform commercial building inspections pursuant to the requirements of the Wisconsin Statutes in the city of Manitowoc; and

WHEREAS, the City of Two Rivers is in need of inspectors to conduct commercial building inspections and desires the City of Manitowoc to provide that service; and

WHEREAS, the City of Manitowoc desires to conduct commercial building inspections for the City of Two Rivers on an as-needed basis.

NOW, THEREFORE, in consideration of the mutual agreements, covenants, promises, and obligations set forth herein, the sufficiency of which is hereby acknowledged, the City of Manitowoc and City of Two Rivers agree as follows:

1. **Commercial Inspections**: The City of Manitowoc shall perform commercial inspections on an as-needed basis on behalf of the City of Two Rivers for the duration of the Term. Two Rivers shall provide the City of Manitowoc a minimum of 48 hours notice prior to the performance of any commercial building inspections.
2. **Term and Termination**: This Agreement shall commence on the date of the last signature of all parties and shall expire May 31, 2026, unless extended in writing and signed by both parties prior to the expiration date. Either party may terminate this Agreement at will by delivering thirty (30) days written notice to the other party.
3. **Payment**: The City of Two Rivers shall compensate the City of Manitowoc on a per hour basis for the actual per hour compensation the City of Manitowoc compensates Inspectors Bill Nichols and Paul Martell multiplied by 1.6. This rate is currently \$95.37/hour for Bill Nichols and \$86.26/hour for Paul Martell. In the event of personnel changes or the addition of inspectors, the City of Manitowoc shall provide written notice to the City of Two Rivers of the new inspector’s name and their applicable hourly rate (calculated as actual compensation multiplied by 1.6) prior to the performance of services.
4. **Travel**: All travel that is required for the inspections shall be paid to the City of Manitowoc by the City of Two Rivers according to mileage incurred by City of Manitowoc employees at the current, applicable IRS maximum reimbursement rate.

5. Billing: The City of Manitowoc shall invoice the City of Two Rivers monthly. The City of Two Rivers shall pay all invoices within 30 days of receipt.
6. Indemnification: To the extent permitted by Wisconsin law, and without waiving any rights or defenses under State or Federal law, each party agrees to defend, indemnify and hold harmless the other party, including its elected and appointed officials, officers, employees, and agents, from and against any and all claims, demands, causes of action, losses, liabilities, damages, and expenses, including reasonable attorney's fees, to the extent caused by the negligent acts or omissions or willful misconduct of the indemnifying party, its officers, employees, or agents, in the performance of inspection services under this Agreement.

A party's obligation to indemnify under this section shall be limited to the proportionate share of fault attributable to that party as determined under applicable Wisconsin law. Neither party shall be obligated to indemnify the other for any claim, damage, loss, or expense caused by the negligent acts or omissions or willful misconduct of the other party.

7. Immunity: The City of Manitowoc and the City of Two Rivers are governmental entities entitled to governmental immunity under law, including Wis. Stat. § 893.80. Nothing contained in this Agreement shall waive the rights and defenses to which the Parties may be entitled to under law, including all immunities, limitations, and defenses under Wis. Stat. § 839.80 or any subsequent amendment thereof. The rights and obligations set forth in this Paragraph shall survive the termination or expiration of this Agreement.
8. Non-Appropriation of Funds: If the governing body of either Party fails to appropriate sufficient funds to carry out that Party's obligations under Agreement at any time during the term of this Agreement, or any extension thereof, this Agreement shall become null and void upon written notice to the other Party. This section will not relieve City of Two Rivers of its responsibility to pay for services furnished prior to the effective date of suspension.
9. Choice of Law: This Agreement shall be construed and enforced in accordance with the laws of the State of Wisconsin.
10. Severability: The provisions of this Agreement are severable and if any condition, covenant, or term is found to be invalid, unenforceable, or void by a court of competent jurisdiction, then the remainder of the Agreement shall remain in full force and effect and shall not in any way be affected, impaired, or invalidated.
11. Entire Agreement: This Agreement constitutes the entire agreement between the Parties and supersedes any and all other agreements, oral or written, between the Parties with respect to its subject matter.
12. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the

