

BUILDING INSPECTION AGREEMENT

THIS AGREEMENT entered into by and between the City of Central City, Iowa, a municipal corporation, hereinafter referred to as "Central City," and the City of Marion, Iowa, hereinafter referred to as "Marion."

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. The purpose of this Agreement is to obtain building inspection services for general construction, electrical, building and mechanical as may be needed from time to time within the City of Central City.

2. Marion agrees to provide inspection services as specifically requested by Central City, as Central City deems necessary. Marion may decline to provide inspection services when requested, if the Inspector is unable to carry out the requested services in a timely manner. The Inspector designated by Marion will contact Central City within two (2) business days of Central City's request for inspection services in order to inform Central City of the Inspector's availability.

3. Central City and the Inspector will communicate to determine, by mutual agreement, the time of the inspection.

4. Central City agrees to pay Marion for building inspection services based upon the then current hourly wage rate of the Marion Inspector, plus forty percent (40%) of such amount to cover overhead costs for fringe benefits, office administration and transportation when services are performed in Central City. When such inspection services are performed in the Marion city offices, Central City will pay the current hourly wage rate, plus twenty-five percent (25%) to cover costs for fringe benefits and office administration. Marion will provide Central City with documentation showing the hours of work required for each inspection service performed. Reasonable travel time to and from Central City may be included in the time charged. Marion reserves the right to request an increase in charges if the current rate does not fully cover Marion's costs.

5. Central City may, from time to time, request from Marion technical assistance in the form of answers to questions or advice on the telephone. It is not the intent that such occasional conversations be considered as part of this Agreement. However, if Marion determines, in its judgment, that any such telephone inquiry is a significant use of its staff time during any reimbursement period, request for

reimbursement hereunder will be reviewed by Central City and paid if Central City determines the same to be reasonable.

6. Marion will provide advisory reports to Central City with regard to the inspection work carried out under this Agreement. Central City assumes full responsibility for any and all decisions and actions needed to effectively administer Central City's building and mechanical code.

7. Central City agrees to hold harmless, indemnify, and defend all claims and suits for liability made against Marion and any of its employees arising as a result of any services performed by Marion and any of its employees under its Agreement.

8. The relationship between Central City and Marion and the Inspector is and shall remain that of an independent contractor. Marion understands that the Inspector will not be covered under Central City insurance, nor will Central City provide workers' compensation insurance. Marion is responsible for providing insurance as may be required for obtaining coverage for the scope of work performed under this Agreement.

9. The parties acknowledge that this Agreement represents a new undertaking entered into between the parties and the parties agree that in the event any unforeseen problems or events arise, each party agrees to seek a mutually agreeable resolution prior to terminating this Agreement.

10. This Agreement shall commence on March 1, 2017. This Agreement may be terminated by either party prior to the expiration date upon sixty (60) days' written notice.

Approved this 8th day of FEB., 2017.

CITY OF CENTRAL CITY, IOWA

By: Don Gray
Don Gray, Mayor

ATTEST: LaNeil McFadden
LaNeil McFadden, City Clerk

CITY OF MARION, IOWA

By: _____
Nicolas AbouAssaly, Mayor

ATTEST: _____
Wes Nelson, City Clerk