

BUILDING INSPECTION SERVICES CONTRACT BETWEEN THE COMMUNITY DEVELOPMENT AUTHORITY AND MUNICIPAL CODE ENFORCEMENT, LLC

THIS AGREEMENT is between the **Community Development Authority of the CDA of Whitewater, 312 W Whitewater Street, Whitewater, WI 53190** (hereinafter “**CDA**”) and **Municipal Code Enforcement, LLC, PO Box 62, Delavan, WI 53115**, (hereinafter “**MCE**”) as of this **1st** day of **April, 2026**.

RECITALS:

WHEREAS, the CDA requires code enforcement and zoning administration services; and

WHEREAS, MCE maintains an agency that regularly enforces and administers municipal and zoning codes for various municipalities, providing services that include, but are not limited to, review of the municipal code, response to property complaints, completion of code inspections, preparation of written orders for repair, preparation and issuance of citations, administration of landlord licensing and vacant building programs, review of zoning applications, and other miscellaneous code enforcement and zoning administration activities; and

WHEREAS, the CDA and MCE desire to contract with each other for such code enforcement and zoning administration services as set forth herein, to be provided by MCE to the CDA; and

WHEREAS, the CDA agrees to compensate MCE at the rate set forth herein for performing these services.

NOW THEREFORE, for valuable consideration, and with the express intention on the part of both parties that this contract is legally binding, the parties do agree to the following:

- 1.) **SCOPE OF SERVICES** – MCE agrees to provide the CDA with the following building inspection services:
 - **Personnel**
 - The Agency shall provide State Certified Inspectors to perform all work covered by this contract
- 2.) **DUTIES** – MCE shall perform the building inspection services set out in the Scope of Services above for the CDA.
- 3.) **HOURS AND COMPENSATION** – The CDA shall pay the Agency for the services performed under this Contract as set forth below:
 - **As-needed Building Inspection Services for the Whitewater Home Repair Grant Program**
 - \$100 per inspection
- 4.) **TERM OF CONTRACT** – This contract shall begin APRIL 1, 2026, and end on DECEMBER 31, 2026. This contract shall automatically renew, unless

an amendment or a subsequent contract is executed by both parties, no less than 60 days before the contract end date. The term of the renewal contract shall be one year.

5.) **PERSONNEL**

- A. MCE shall provide State Certified Inspectors to perform all work covered by this contract and shall provide copies of current certifications to the CDA Clerk on or before January 1 of each contract year. MCE shall also provide copies of current certifications for any new employees who may perform any services on behalf of the CDA and timely notify the CDA of any individual's who are no longer employed by MCE.
- B. All of the services required hereunder shall be performed by the MCE in a highly professional manner customary for the engineering industry in the same locale and as set forth in Exhibit A hereto. All of MCE's personnel engaged in providing services shall be fully qualified and where applicable shall be authorized or permitted under State and Local law to perform such services. Sufficient technical supervision and administrative personnel shall be furnished at all times by MCE to ensure proper and successful performance of this Agreement by MCE in accordance with the foregoing highest professional standard of care.
- C. None of the services covered by this Agreement shall be subcontracted by MCE without the prior written approval of the CDA. A listing of MCE's proposed subconsultant(s) is as follows:

Subconsultant(s): None
- D. Subconsultant(s) shall be tied contractually solely to MCE. MCE shall be responsible for the scope of services and the terms and conditions set forth in this Agreement. Nothing herein shall create or be construed as creating any direct or indirect contractual or other relationship between the CDA and any subconsultant.

6.) **DOCUMENTS AND OPEN RECORDS REQUESTS** – All documents produced by MCE in the course of its performance under this contract shall be deemed to be records of the CDA and shall be turned over to the CDA

upon request or upon termination of this contract for any reason. In the event of an open records request that implicates records that MCE possesses or has access to, MCE shall provide the requested records to the CDA of Whitewater within five (5) business days of written request to MCE.

- 7.) **Use of iWorq** – The CDA shall provide MCE an account to its iWorq system. MCE shall log all enforcement letters, track code enforcement files, zoning permits and record all work it performs on behalf of the CDA within iWorq.
- 8.) **MONTHLY REPORT** – MCE shall provide the CDA Director with a monthly report containing a summary of its work on CDA matters for each month of the Contract term for the prior month's work. The report shall be delivered to the CDA by the tenth (10th) day of each month.
- 9.) **TERMINATION WITHOUT CAUSE** – Notwithstanding the contract term specified in this contract, both the CDA and MCE shall have the right to terminate this contract, without cause, by giving 90 days' written notice to the other party.
- 10.) **TERMINATION WITH CAUSE** – Notwithstanding the contract term specified in this contract, the CDA shall have the right to terminate the contract with cause, in whole or in part, if it determines that MCE has failed to perform satisfactorily, the CDA shall provide MCE at least thirty (30) days' written notice prior to the date of termination.

If the contract is terminated with cause, MCE shall be entitled to receive compensation for all reasonable, allocable and allowable contract services satisfactorily performed by MCE up to the date of termination that were accepted by the CDA.

- 11.) **ASSIGNMENT** – MCE shall not assign, transfer, or convey any rights under this contract without the prior written consent of the CDA.
- 12.) **INSURANCE** – MCE shall at its own expense, procure and maintain the following insurance coverage and shall provide a certificate of insurance to the City of Whitewater Clerk verifying these coverages, including any required endorsements or riders, during the term of this contract:
 - General Liability – One Million Dollars (\$1,000,000.00) combined single limit and Two Million Dollars (\$2,000,000.00) aggregate for bodily injury, personal injury, and property damage.
 - Automobile Liability Insurance
 - The CDA shall be named as an additional insured on MCE's insurance policies, on a primary and non-contributory basis, with

subrogation rights against the CDA waived.

- 13.) **INDEPENDENT CONTRACTOR** – It is agreed and understood between the parties that MCE is an independent contractor. MCE is not an employee of the CDA and shall not be entitled to any benefits enjoyed by employees of the CDA. MCE remains in control of all of its employees, including but not limited to hiring, firing, discipline, evaluation, and establishment of standards for performance thereof. All MCE personnel rendering services hereunder shall be, for all purposes, employees of MCE, although they may act as officers or agents of the CDA while acting within the scope of the services performed under this contract.
- 14.) **INDEMNIFICATION** – To the fullest extent permitted by law, MCE shall defend, indemnify, and hold harmless the CDA, its elected and appointed officials, employees, consultants, and volunteers and others working on behalf of the CDA from and against any and all third-party claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities (“Claims”) resulting from MCE’s performance under this agreement, or by any officer, employee, representative, or agent of MCE or the material breach of any obligation under this contract by MCE’s compliance with specific municipal laws, ordinances, rules, regulations, resolutions, executive orders, or other instructions received from the CDA and lawfully give rise to a Claim under the above indemnities. The CDA shall notify MCE and both parties shall cooperate fully in investigating the incident. Nothing herein shall be construed to be a waiver of statutory liability immunity provided by Wisconsin Statutes and case law. This indemnification is further limited by the amounts of statutory limits of municipal liability provided by Wisconsin Statutes and case law.
- 15.) **PERFORMANCE – TIME OF THE ESSENCE** – This Agreement covers charges incurred by MCE in furtherance of its duties set forth herein, beginning on the Agreement execution date. All services and required performance of MCE shall be undertaken and completed by MCE in such sequence as to timely fulfill the purpose of this Agreement. Time is of the essence in MCE’s performance and rendering of all services set forth in this Agreement.
- 16.) **CONFLICT OF INTEREST** – MCE hereby warrants and represents that it has, at the time of execution of this Agreement, no interest, and that it shall not acquire any interest in the future, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed pursuant to this Agreement. MCE further covenants that in the

performance of this Agreement no person having any such interest shall be employed by MCE.

- 17.) **APPLICABLE LAW** – This contract shall be governed in all respects by the law of the State of Wisconsin, and any litigation with respect thereto shall be brought in the courts of the State of Wisconsin.
- 18.) **SERVERABILITY** – If any term or provision in this contract is determined to be illegal, unenforceable or invalid in whole or in part for any reason, such illegal, unenforceable or invalid provision or part thereof shall be stricken from this contract, and such provision shall not affect the legality, enforceability, or validity of the remainder of this contract. If any provision or part thereof of this contract is stricken in accordance with the provisions of this section, then the stricken provision shall be replaced, to the extent possible, with a legal, enforceable, and valid provision that is as similar in tenor to the stricken provision as legally possible.
- 19.) **ENTIRE AGREEMENT** – This contract and all other agreements, exhibits, attachments, and schedules referred to in this contract constitute the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this contract and supersedes all prior and contemporaneous understandings or agreements of the parties. No party has been induced to enter into this contract by, nor is any party relying on, any representation, understanding, agreement, commitment or warranty outside those expressly set forth in this contract.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed and intend for the agreement to be effective as of the date and year first specified above.

Allison Schwark, Municipal Code Enforcement, LLC

DATE

Mason Becker, CDA Executive Director

DATE