

**AGREEMENT BETWEEN THE  
TOWN OF LONG LAKE  
AND  
ATLAS INSPECTIONS AGENCY # 975542-CONTRACTOR  
2137 295<sup>th</sup> Ave  
Luck, WI 54858**

FOR UNIFORM DWELLING CODE ENFORCEMENT SERVICES

- A. Length of Agreement – Shall be for a \_\_\_\_\_ year period from signing date.
- B. Termination of Contract – The TOWN or Contractor may terminate this contract for any reason by written notice with 30 days notice.
- C. Examination of Records – The Contractor agrees that the TOWN will have the right to examine all books or records pertaining to inspections. The Contractor shall honor all open records requests required by law.
- D. Insurance – The Contractor shall maintain \$1,000,000.00 commercial liability and product damage insurance against any claim which might occur in carrying out the performance of contractors duties.
- E. The Contractor is to perform job functions with the UDC as it applies to the ordinance adopted by the TOWN.
- F. Permit procedure – The Contractor shall use all forms required by the WI. Dept. of Commerce – (Applications-Permit Cards-Seals). The Contractor shall perform all functions required by UDC and Ordinance adopted by the TOWN. I.E. collect fees, issues permits, perform inspections, maintain a log-post results of inspections on permit card on site, meet 95% of all requested inspections, issue non-compliance reports, and send reminders when 90 days have passed since last contact with permit holder.
- G. The Contractor shall keep all credentials up to date and provide copies to the TOWN upon request.
- H. The Contractor shall provide backup staffing services by a credentialed inspector during periods of absence exceeding 5 business days.
- I. The Contractor shall have access to a computer with e-mail and

fax machine, a telephone with answering machine or voice mail, and a digital camera to document non-compliances.

J. The Contractor shall deal with all customers and other parties in a polite and professional manner.

K. Legal Relations

(1) In carrying out any provisions of this agreement or in exercising any power or authority granted to the Contractor thereby, it is understood that the TOWN neither assumes nor is liable as an agency of the State of Wisconsin for any claims that may be made against it under the provisions of or performance of this contract. The Contractor is neither an employee or agent of the TOWN.

(2) The Contractor will indemnify and save harmless the TOWN and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Contractor, or of any of its contractors, in prosecuting work under this agreement.

L. UDC Fee Worksheet for Atlas Inspections effective 9-13-16 is attached.

Adopted this 13<sup>th</sup> day of September, 2016

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Chairperson

Attest: \_\_\_\_\_

Posted/Published: \_\_\_\_\_