

**AGREEMENT BETWEEN THE
TOWN OF SCOTT**

**AND
ATLAS INSPECTIONS AGENCY # 975542-CONTRACTOR
2137 295th Ave
Luck, WI 54853**

FOR UNIFORM DWELLING CODE ENFORCEMENT SERVICES

- A. Length of Agreement – Shall be for a one 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. Department of Safety and Professional Services (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 file and post results of inspections on a permit card on site, also issue non-compliance reports to the contractors responsible for the work being inspected.
- 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 of 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.

Adopted this 10th, day of October, 2022

Chairperson Jeffrey McIntyre

Atlas Inspections _____

Attest: Kenneth S. Buckley

~~Witness:~~ Posted: _____

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Adopted this 10th, day of October, 2022

Chairperson Jeffrey Mc Intyre

Atlas Inspections Jon Mattson

Attest: Kenneth S Burby

~~xxxxxx~~ Posted: November 21, 2022