

AGREEMENT FOR BUILDING PERMIT AND BUILDING INSPECTION SERVICES

This Agreement for Building Permit and Building Inspection Services (herein “Agreement”) is made effective as of January 1, 2025, by and between the **City of La Crosse**, Wisconsin (herein “**City**”) and the **Town of Medary**, Wisconsin (herein “**Town**”) (collectively herein “Parties”).

WHEREAS, the City has a Fire Department, which oversees a division that provides building permit and building inspection services; and

WHEREAS, the Town is adjacent to the City and the Town desires the City to provide certain building permit and building inspection services within the Township; and

WHEREAS, the Parties wish to set the following terms for their respective commitments, understandings, rights and obligation as more fully described herein.

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein exchanged, and other good and valuable consideration, the Parties agree as follows:

1. **Term.** The City will provide building permit and building inspection services for a term commencing on January 1, 2025 and ending upon a Notice of Termination by either party, as described more fully below.
2. **Scope of Services.** The City will review applications submitted for building, electrical, HVAC, and plumbing permits, issue such permits, and perform related inspections in accordance with Wis. Admin Code. § SPS 316, 320-325, 361-366, 381, 382, 384, and City Ordinances. These Ordinances are subject to change as approved by the City Council. This Agreement does not extend to any sewer related services.
3. **Permit Applications.** All permit applications shall be submitted with documents as required by the City, including approvals from La Crosse County requiring zoning or other La Crosse County regulations.
4. **Website Information.** The City will maintain a website link to all related Town permits and customer support information. The Town will utilize and share this link to connect Town citizens with the permit application process.
5. **Records Retention.** The City will maintain storage of copies of all necessary permit documentation in accordance with City records retention policy. All final documents and records will be filed and stored by the Town in accordance with the Town’s records retention policy.

6. **Notices/Orders.** Notice of violations and non-compliance shall be provided in writing by the City to the Town. Any and all Citations, Notices and Orders based upon violations and non-compliance shall be issued by the Town.
7. **Annual Report.** A detailed annual report of Town permits issued by the City will be provided to the Town. The list will be provided by March 1st of the following year.
8. **Payment/Permit Fees.** In consideration for the permit and inspection services provided herein, all permit fees will be billed by the City directly to the permit requestor.
 - a. The Town agrees that the permit fees charged by the City for inspection services shall be equal to those required by Appendix C of the City Municipal Code of Ordinances. This is subject to change as approved by the City Council.
 - b. The Town may elect to add a processing and filing fee above the established permit fees. Any such additional administrative fees shall be payable to the Town.
 - c. In consideration of the Agreement for Fire Protection, First Responder, Rescue and Inspection Services Agreement between the Town and the City, no additional service retainer or fee shall be required for the services identified in Section 2 of this Agreement. For any additional services beyond the scope of services identified in Section 2 of this Agreement, including Municipal and Circuit Court testimony, the Town shall pay the City at the employee's hourly rate per hour.
9. **Assumption of Risk and Insurance.** The City shall assume liability for Worker's Compensation of its employees, loss to its equipment and property and its intentional and negligent misconduct. The Town shall assume general liability for the services provided in this Agreement and indemnify, hold harmless and defend the City, its officers, employees and agents. The Town shall obtain and maintain an insurance policy for general liability and errors and omissions that is primary, non-contributory and waives subrogation against the City. The Town's general liability policy shall be written to include the requirements identified in **Exhibit A**.
 - a. SIR. The City maintains a self-insured retention (SIR) with its liability insurance carrier, currently \$150,000 single / \$600,000 aggregate. The Parties recognize that this Agreement does not cover the City's costs for liability and errors and omissions insurance in the event a claim is filed against the City. Accordingly, the Town will indemnify and hold harmless the City for any costs and expenses the City incurs in its SIR for any claims under this Agreement. Additionally, the Town will establish a special SIR fund with the City for the City to hold and use in the event the City incurs costs and expenses to its SIR as a result of this Agreement. The Town will fund annually at least fifteen thousand dollars

(\$15,000) each year up to the City's single SIR limit. The City will only draw upon this special SIR fund in the event a claim incurs costs and expenses against the City's SIR as a result of this Agreement. Any interest generated off of the special SIR fund will be retained by the City to reimburse the City for its management of the special SIR fund.

- b. The Town's obligation to indemnify and hold harmless the City shall survive the termination or expiration of this Agreement for a period of three (3) years for any claims that arose under this Agreement. Upon the termination or expiration of this Agreement, the City shall retain and continue to manage the special SIR fund for an additional three (3) years. After three years, the City will return any amount remaining in the special SIR fund to the Town, except as otherwise provided in this Agreement.
 - c. As of the date the Parties sign this Agreement, the Parties represent to each other, based on their actual knowledge, that no claim exists concerning building and inspection services against any Party of this Agreement as a result of their previous conduct.
10. **Delegation of Authority.** The Town shall execute any delegation of authority documents required by Wisconsin law to authorize the City to perform the permit and inspection services identified in Section 2 of this Agreement. The Town shall provide signed copies to the City prior to the City performing any permit or inspection services in the Township. The Town shall also provide any future updates as determined by the City's Chief Building Inspector.
11. **Notice of Termination.** The Town or the City may terminate this Agreement at any time for convenience upon delivery of a 30-day Notice of Termination in writing to the other Party.
12. **Interpretation of References.** Any references in this Agreement to any particular agency, organization, or officials shall be interpreted as applying to any successor agency, organization, or official or to any other agency, organization, or official to which contemplated functions are transferred by statute or ordinance. Any references in this Agreement to any particular statute, ordinance, or other law shall be interpreted as applying to such statute, ordinance, or other law as recreated or amended from time to time.
13. **Governing Law.** This Agreement and any dispute arising from or related to this Agreement shall be governed by, construed, interpreted and enforced in accordance with the laws of the state of Wisconsin, without application of its conflicts of laws provisions.
15. **Joint Agreement.** If any term or provision of this Agreement is reviewed by a court or other judicial or quasi-judicial entity, such entity shall treat this Agreement as having been jointly drafted by both Parties with equal bargaining strength.

- 16. Notice Requirements.** All notices, requests, consents, demands, waivers or other communication required or permitted to be given hereunder shall be in writing and shall be deemed to have been duly given if delivered personally or mailed first class, postage prepaid, by registered or certified mail, as follows:

If to the Town, to: Town of Medary
 Attn: Town Clerk
 N3393 Smith Valley Road
 La Crosse, WI 54601

If to the City, to: City of La Crosse
 Attn: City Clerk
 400 La Crosse Street
 La Crosse, WI 54601

With a copy to: City of La Crosse
 Attn: Fire Chief
 400 La Crosse Street
 La Crosse, WI 54601

Notice shall be deemed given for all purposes five (5) days after deposit in the United States mail, and the date of postmark on the receipt for such article conclusively shall be deemed the date of deposit.

- 17. Dispute Resolution.** Any dispute arising out of or relating to this Agreement, including the alleged breach, termination, validity, interpretation and performance thereof (the "Dispute") shall be resolved with the following procedures:

- a. Upon written notice of any Dispute, the Parties shall attempt to resolve it by promptly by negotiation between individuals who have authority to settle the Dispute on behalf of the Parties. This process shall be completed within sixty (60) days (the "Negotiation").
- b. If the Dispute has not been resolved by Negotiation in accordance with Section 17(a), then the Parties shall proceed to mediation unless the Parties at the time of the Dispute mutually agree to a different timeframe. A Notice of Mediation shall be served, signifying that the Negotiation was not successful and to commence the mediation process. The mediator shall be agreed on by the Parties, or if they are unable to agree, selected by the Circuit Court of La Crosse County, on application of either Party. The mediation session shall be held within thirty (30) days of the retention of the mediator, and last for at least one full mediation day, before any Party has the option to withdraw from the mediation process. The Parties may agree to continue the mediation process beyond one day, until there is a settlement agreement, or one Party (or the mediator) states that there is no reason to continue because of an impasse that cannot be overcome and sends a notice of termination of mediation. All reasonable efforts will be made to complete the mediation within thirty (30) days

of the first mediation session. The service of the Notice of Mediation shall stay the running of any applicable statute of limitation regarding the Dispute until thirty (30) days after the Parties agree that the mediation is concluded or the mediator issues a Notice of Impasse. Each Party shall bear an equal share of the mediation cost unless the Parties agree otherwise. All communications, both written and oral, during the Negotiation and Mediation phases are confidential and shall be treated as settlement negotiations for purposes of applicable rules of evidence; however, documents generated in the ordinary course of business prior to the Dispute, that would otherwise be discoverable, do not become confidential simply because they are used in the Negotiation and/or Mediation process. The process shall be confidential based on terms acceptable to the mediator and/or mediation services provider.

- c. If the Parties cannot resolve the Dispute by mediation, after reasonable efforts, the Dispute shall be fully and finally resolved by submission to the Circuit Court for La Crosse County, State of Wisconsin. The Parties hereby irrevocably consent to submit themselves exclusively to the jurisdiction of said court. The Parties hereby waive and relinquish any defense to such litigation based on improper venue or lack of jurisdiction. Any court having jurisdiction over the Parties pursuant to this Section shall retain jurisdiction to enforce the execution of any final or interlocutory judgment or decree rendered, or settlement agreement entered into, between the Parties in connection with such Dispute.
 - d. In the event of a Dispute, each Party shall have all remedies available at law or in equity.
- 18. Benefitted Parties.** This Agreement is intended to be solely between the Parties. Nothing in this Agreement, nor the performance of the Parties hereunder, accords any third party any legal or equitable rights whatsoever which may be enforced by any nonparty to the Agreement.
- 19. Authority to Sign.** The person(s) signing this Agreement on behalf of Town and City certify and attest that they have the full and complete authority of the respective entity on whose behalf the person is executing this Agreement.
- 20. Counterparts.** This Agreement may be executed in any number of counterparts, all of which are considered one and the same agreement notwithstanding that all parties hereto have not signed the same counterpart. Signatures of this Agreement, which are transmitted either or both by electronic or telephonic means (including, without limitation, facsimile and email) are valid for all purposes. Any party shall, however, deliver an original signature of this Agreement to the other party upon request.
- 21. Incorporation by Reference.** The Preamble and Recitals to this Agreement are incorporated into, and made a part of, this Agreement by reference.

- 22. Entire Agreement.** This Agreement constitutes the entire agreement between the Parties and shall supersede all previous communications and commitments, whether written or verbal, between the Parties regarding the subject matter of this Agreement. No agreement or understanding changing, modifying or extending this Agreement shall be binding on either Party, unless memorialized in a writing signed by both Parties' authorized representatives.

IN WITNESS, the Parties to this Agreement have caused this instrument to be signed and sealed by duly authorized representatives of the City and Town.

Town of Medary

By: _____
Steve Elsen, Chairperson

By: _____
Diane Elsen, Town Clerk

Subscribed and sworn before me
this _____ day of _____, 2025

Notary Public, State of _____
My Commission: _____

City of La Crosse

By: _____
Shaundel Washington-Spivey, Mayor

By: _____
Nikki Elsen, City Clerk

Subscribed and sworn before me
this _____ day of _____, 2025

Notary Public, State of _____
My Commission: _____