

NO
FEE

FILED NO. 017353
BOOK 3430 PAGE 4

02 NOV 27 AM 8:34

JOHNSON COUNTY RECORDER
IOWA CITY, IOWA

AGREEMENT FOR BUILDING INSPECTOR SERVICES

WHEREAS, this agreement is entered into by the City of Swisher, Iowa, municipal corporation, and Johnson County, Iowa, municipal corporation, pursuant to Chapter 28E of the Code of Iowa; and

WHEREAS, the City of Swisher, Iowa, desires to obtain the services of a Building Official or Building Inspector for purposes of conducting inspections pursuant to the City of Swisher Building Code; and

WHEREAS, Johnson County, Iowa, has personnel experienced and involved in the enforcement of the Johnson County Building Code; and

WHEREAS, the City of Swisher has adopted the Swisher Building Code which is identical to the Johnson County Building Code; and

WHEREAS, Johnson County, Iowa, is willing to make said personnel available to the City of Swisher, Iowa, for purposes of inspections pursuant to the Swisher Building Code and to act on behalf of said City as a City Building Official.

NOW, THEREFORE, it is agreed by and between the parties hereto as follows:

1. That Johnson County shall provide the services of Building Official for the City of Swisher, Iowa. The Building Official shall provide all building inspection services from review of a building permit application through issuance of a building permit. Specifically, services shall include inspections and related administration, including cooperation with the City of Swisher's enforcement measures and with appeals to the City of Swisher Board of Appeals, all pursuant to the provisions of the Building Code as adopted by the City of Swisher. These services shall not include enforcement, which shall be provided by the City of Swisher.
2. The services described above shall commence effective immediately upon the execution of this instrument and its being filed with the Iowa Secretary of State and recorded with the Johnson County Recorder's Office, pursuant to Section 28E.8 of the Code of Iowa.
3. That as compensation for the services of said Johnson County Building Official, Johnson County shall receive all fees collected for the issuance of building, mechanical, plumbing, and electrical permits and licenses issued by said Johnson County Building Official while acting in the capacity of City Building Official for the City of Swisher. Fees shall be in accordance with those established by the City of Swisher in the Swisher Building Code.

000004

4. That said Johnson County Building Official shall serve as the contact person for the Mayor of the City of Swisher (or designee) with regard to any matters related to this agreement.
5. That either party shall have the right to terminate this Agreement by delivery of a written notice of such intent to the Mayor of the City of Swisher or the Chairperson of the Johnson County Board of Supervisors. Thirty (30) days after the delivery of such written notice of intent to terminate this Agreement, all provisions herein contained shall become null and void and of no effect.
6. That the building inspector shall provide service to applicants in the City of Swisher within the same parameters established by Johnson County for its applicants, including, but not limited to, inspections within 24 hours of a properly submitted request for inspection.
7. All applicants shall begin the permit process by obtaining the necessary forms from the Swisher City Clerk. The City shall issue all building permits upon receipt of certification from the Johnson County Building Inspector that all requirements have been met.

IN WITNESS WHEREOF, the parties have subscribed their names and signatures hereto on this 11th day of November 2002.

CITY OF SWISHER:

JOHNSON COUNTY IOWA
BOARD OF SUPERVISORS:

By: [Signature]
Scott Grabe, Mayor

By: [Signature]
Carol Thompson, Chairperson

ATTEST:

ATTEST:

[Signature]
Tawnia Kakacek
City Clerk, City of Swisher

[Signature]
Tom Slockett/Designee
Johnson County Auditor
Deputy

SEAL

000005