



**CONTRACT EXTENSION
BETWEEN LINN COUNTY AND THE CITY OF MUSCATINE
FOR TEMPORARY ELECTRICAL INSPECTION SERVICES**

WHEREAS, the State of Iowa now requires all electrical inspectors be certified;

AND WHEREAS, currently the City of Muscatine does not have a staff member that is certified for commercial electrical inspections;

NOW THEREFORE, this *Contract for Temporary Electrical Inspection Services* is extended by and between Linn County, Iowa, and the City of Muscatine, Iowa.

Dated this 14th day of September, 2015.

County of Linn, Iowa

Attest:


Linda Langston, Chair


Joel Miller, Auditor


Rebecca Shoop, Deputy

Dated this 14th day of September, 2015.

City of Muscatine, Iowa

Attest:


David Gobin, Community Development Director



Gregg Mandsager, City Administrator

Amendment to Section 10, request extension to September 16, 2015.

1 PURPOSE AND SCOPE

- 1.1 The purpose of this Contract is to provide for electrical inspection services on a temporary basis for the City of Muscatine to maintain and protect the public health, safety and welfare.
- 1.2 In accordance with the provisions of this Contract, Linn County, through the Building Division of the Department of Planning and Development, shall provide services to administer and enforce the electrical code of the City of Muscatine for all projects requiring electrical permits.
- 1.3 It is the intent that the same level of service shall be provided to the City of Muscatine, and its current 28E Agreement for commercial building and electrical inspections with Muscatine County, as are currently provided to the citizens of the unincorporated areas of Linn County.

2 LIMITATIONS:

This Contract shall be limited to those construction projects requiring an electrical permit by the City of Muscatine or as stipulated in the Memorandum of Understanding for commercial building and electrical inspections with Muscatine County.

3 DEFINITIONS:

As used in this Contract, the following terms are defined:

- 3.1 *Building Division*: the Building Division of the Linn County Department of Planning and Development.
- 3.2 *County Building Official*: The Linn County Building Official who is the designated authority charged with the administration and enforcement of the Linn County Building Codes.
- 3.3 *City Building Official*: The City of Muscatine Building Official who is the designated authority charged with the administration and enforcement of the Muscatine Electrical Code.
- 3.4 *City*: The City of Muscatine, Iowa.
- 3.5 *Code*: Title 8, Chapter 3 – Electrical Code for the City of Muscatine.
- 3.6 *County*: The County of Linn, Iowa.
- 3.7 *Inspectors*: The Combination Building Inspectors employed with the Linn County Building Division under the direction of the Linn County Building Official.
- 3.8 *Permit*: Electrical permit issued in accordance with the electrical code for work within the city limits of Muscatine.

4 PERMITS AND FEES

- 4.1 The City shall receive applications for, and shall issue, permits in accordance with its procedures and requirements. A copy of the issued permit will be provided to the County. This application and document distribution process may be changed at any time as mutually agreed by both parties.
- 4.2 The County shall provide the City with a log of travel time, time spent conducting inspections, and mileage. The County shall bill the City on a monthly basis for services based on the following schedule:

- 4.2.1 *Inspectors hourly rate*, including travel time, for inspection services shall be \$51.28.
- 4.2.2 *Mileage*, including to and from Linn County offices to the City offices and to conduct inspections, shall be at the rate of \$0.575 per mile.
- 4.3 All fees paid by the City to the County shall be retained by the County. Fees may be renegotiated and changed at any time if mutually agreed by both parties.

5 INSPECTIONS

- 5.1 The County shall provide inspections in accordance with the Code.
- 5.2 Inspections will be scheduled by the City for Mondays and Wednesdays between approximately 7:00 a.m. and 9:30 a.m., and on Fridays between approximately 3:00 p.m. and 5:00 p.m.
- 5.3 The County reserves the right to modify this inspection schedule to accommodate the Inspectors' schedules.
- 5.4 The permit holder will be responsible for inspection requests. The City shall provide the County at least four hours' notice prior to a scheduled inspection.

6 ENFORCEMENT

- 6.1 Administration and enforcement of the Code shall be by the County in accordance with the administrative provisions of the Code.
- 6.2 Enforcement and prosecution of Code violations cited by the Building Division shall be by the City.

7 HOLD HARMLESS

- 7.1 The City of Muscatine shall hold harmless, indemnify and defend all claims and suits for liability against Linn County and any of its employees arising as a result of any services performed by Linn County under this Contract.

8 APPEALS

- 8.1 Appeals of decisions or determinations of the County Inspector relative to the application and interpretation of the Code shall be through the City in accordance with the Code.
- 8.2 The City shall provide decisions and findings in writing to the County Building Official.

9 AMENDMENTS

- 9.1 Any portion of this Contract may be amended at any time, as mutually agreed, by Resolution of the Linn County Board of Supervisors and Resolution of the City Council.

10 DURATION OF CONTRACT

This Contract shall be extended to September 16, 2015 as mutually agreed to in writing by the County and the City.

11 TERMINATION

11.1 Either the County or the City may terminate this Contract at any time by providing written notice at least three days prior to the termination date. Written notice shall be a certified copy of a resolution by the Linn County Board of Supervisors or the Muscatine City Council.

11.2 The County shall not be obligated to perform inspections after the termination date for Permits that are applied for or issued prior to the termination date.

12 EFFECTIVE DATE

This contract extension shall be effective on the date of signature by both parties.