

**AGREEMENT FOR BUILDING INSPECTOR SERVICES  
BETWEEN THE CITY OF LONE TREE, IOWA AND JOHNSON COUNTY, IOWA**

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

WHEREAS, the City of Lone Tree, Iowa, desires to obtain the services of a Building Official or Building Inspector for purposes of conducting inspections pursuant to the City of Lone Tree 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 Lone Tree has adopted the Lone Tree 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 Lone Tree, Iowa, for purposes of inspections pursuant to the Lone Tree 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 Lone Tree, 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 Lone Tree's enforcement measures and with appeals to the City of Lone Tree Board of Appeals, all pursuant to the provisions of the Building Code as adopted by the City of Lone Tree. These services shall not include enforcement, which shall be provided by the City of Lone Tree.
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 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 inspection fees collected for the issuance of building, mechanical, plumbing, and electrical permits issued by said Johnson County Building Official while acting in the capacity of City Building Official for the City of Lone Tree. Inspection fees shall be in accordance with those established by the City of Lone Tree in the Lone Tree Building Code, which shall be identical to the inspection fee that would be imposed if the subject permit was for a property located in unincorporated Johnson County. The City of Lone Tree shall update its fee schedule promptly upon notice of a change in the corresponding Johnson County inspection fee.

4. That said Johnson County Building Official shall serve as the contact person for the Mayor of the City of Lone Tree (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 Lone Tree 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. Absent such termination, this Agreement shall be perpetual in nature.
6. That the building inspector shall provide service to applicants in the City of Lone Tree 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 necessary forms from the Lone Tree City Clerk. The City shall issue building permits upon receipt of certification from the Johnson County Building Inspector that all requirements have been met.
8. No separate legal entity shall be established by this Agreement and no real or personal property shall be acquired as part of the same. The Agreement shall be administered by the Mayor of Lone Tree, on behalf of the City of Lone Tree, and the Planning and Zoning Administrator, on behalf of Johnson County.

IN WITNESS WHEREOF, the parties have subscribed their names and signatures hereto on this 7th day of November 2019.

CITY OF LONE TREE:

By: \_\_\_\_\_

Mayor

JOHNSON COUNTY IOWA  
BOARD OF SUPERVISORS

By: \_\_\_\_\_

Chairperson

ATTEST:

Steph Dant  
City Clerk of Lone Tree

ATTEST:

[Signature]  
Johnson County Auditor