

**AGREEMENT FOR LOCAL ORDINANCE CODE ENFORCEMENT,
BUILDING ADMINISTRATION
AND INSPECTION CONSULTING SERVICES**

THIS AGREEMENT, Entered into this 12th day of July 2021, by the City of The Village of Clarkston, hereinafter referred to as the Client and Code Enforcement Services, a division of Carlisle/Wortman Associates, Inc. hereinafter referred to as the Consultant.

WHEREAS, The Client desires to engage the Consultant to provide consulting services in accordance with Section 1.0 of this contract.

NOW, THEREFORE, In consideration of the foregoing, and of the mutual agreement hereinafter set forth, the parties hereto legally intending to be bound hereby do agree for themselves and their respective successors and assigns as follows:

SECTION 1.0

SERVICES

1.1 The Consultant agrees to provide building code administration and back up building inspection services as needed (“Services”) in connection with the scope of work as described below. The Client retains the right to make changes within the general scope of the agreement at any time by a written order. If the changes add to or deduct from the extent of the services, the contract sum shall be adjusted accordingly. All such changes shall be executed under the conditions of the original agreement.

Specifically, the Consultant will retain trained staff and back up to provide the following services:

1. Receive and process building, sign, electric, plumbing, mechanical and other permit applications and assist the City with the collection fees. Distribute approved building plans to trade inspectors (building, plumbing, electrical, mechanical), as needed.
2. Review applications for completeness for submittal, assign a file number, and determine fees.
3. Process currently open permits.
4. Contractor will bill for and collect permit, re-inspection and other fees at the rates adopted by resolution of the Clarkston City Council, as may be amended from time to time.

5. Any fees or monies collected by Consultant on behalf of Client shall be processed pursuant to the terms of the City Treasurer.
 6. Review permit applications and all plans for zoning compliance.
 7. Receive requests for inspections and schedule each inspection with building, electric, plumbing, and mechanical inspectors, as appropriate.
 8. Monitor all inspectors' schedules and inspections to verify completeness and handle any technical or follow-up services needed.
 9. Receive phone calls, meet with builders and homeowners and answer administration, code, and technical questions.
 10. Provide monthly written financial, activity and inspection reports to the Client. The report form shall be agreed to by Client.
 11. Receive and respond to any FOIA requests, state complaints or similar matters. FOIA requests will be responded to under supervision of the City Clerk.
 12. Prepare and maintain files for each permit including complete inspection history, communication, plans and other pertinent information.
- 1.2** The Consultant agrees to perform plan review for all applicable codes and trades for code compliance. Typical plan review will be completed within 5 days with larger Commercial, multiple, or industrial projects being completed within 10 days. In cases where this is not possible, applicants will be notified with an explanation and an estimated completion date.
- 1.3** Quality of Services under this agreement shall be of the level of professional quality performed by experts regularly rendering this type of service.
- 1.4** The Consultant shall perform its Services in compliance with all applicable laws, ordinances, standards, and regulations.
- 1.5** The Consultant agrees to perform building department administration and inspection supervision and monitoring and enforcement services for the City from the Springfield Township Hall. The Consultant agrees to perform those services during the following days and times except when City offices are officially closed: Monday – Thursday 9:00 am to 4:00 pm and Fridays 9:00 am to 12 pm.
- 1.6** Client understands Consultant may provide similar services to other clients from the Springfield location which shall be allowed with prior approval of the City, approval of which shall not be unreasonably withheld.
- 1.7** Access to the facility by Consultant shall be limited to the normal business hours of the City except under circumstances with prior permission granted by the City Manager.
- 1.8** Consultant shall provide an individual certified by the State of Michigan as a Building Official and a Building Inspector to work in and with the City on a regular scheduled

basis. The individual shall be available within the City for as much time as is needed to fulfill the responsibilities and obligations of this agreement. Said time in the City shall include, at a minimum, 1 hour per week in the office.

1.9 Consultant shall make available trained staff capable of filling in for regular staff when illness, emergency or vacation require an absence of the regular staff.

1.10 Client shall provide building permit software and support. Consultant shall provide the necessary hardware, office supplies and fixtures.

1.11 Local Ordinance Code Enforcement (On site for one half days per week or as needed)

- Patrol the City to enforce the City’s Zoning Ordinance
- Receive complaints and respond accordingly
- Issue municipal civil infractions when compliance not obtained
- Appear in court as required
- Maintain records using BS&A software

SECTION 2.0

REPRESENTATION

It is understood and agreed that Craig Strong or Richard K. Carlisle will represent the Consultant in all matters pertaining to this Agreement. From time to time, the Consultant may employ additional personnel or sub-consultants to assist in the execution of matters pertaining to this contract. Unless prior approval is granted by the Client the additional personnel or sub-consultants will not be charged to Client.

SECTION 3.0

PAYMENT FOR SERVICES

3.1 Administrative Retainer Services – For services described in Section 1.1, the Consultant shall be paid \$1,500 per month for the remainder of the 2021 calendar year. Note: This fee will increase at a rate of 3% each calendar year starting January 1, 2022 and each year thereafter for the term of the contract.

3.2 Building Plan Review – For building plan review described in Section 1.2, the Consultant shall be paid eighty (80%) percent of the City plan review fee.

3.3 Code Enforcement - \$45 per hour. Not to exceed an annual budget of \$7,000 or as modified by City Council. Note: This rate will increase 3% each calendar year starting in 2022, for the term of the contract.

3.4 Meeting Attendance – For attendance at any scheduled Planning Commission, City Board, or Board of Appeals meetings requested by the Client in accordance with the services rendered in this contract, the Consultant shall charge the following rates:

Principal	\$95.00/hr.
Building Official	\$85.00/hr.
Code Enforcement Officer	\$55.00/hr.
Clerical	\$40.00/hr.

Meetings with City Officials during regular business hours are to be covered by the retainer.

3.5 Testimony – For any required court appearance or testimony on a state complaint or in relation to a subpoena or similar matter, consultant shall charge above listed hourly rates. If needed for testimony the consultant shall notify the City Manager prior to providing said testimony. It is recognized that in some instances notification of the Manager will not be possible prior to testimony due to time constraints. In these instances, the City Manager will be notified as soon as practical after said testimony.

3.6 Terms of Payment - The Consultant shall present the Client an invoice at the end of each month based on work performed. Invoices shall be paid within thirty (30) days after receipt by the Client.

SECTION 4.0

CLIENT RESPONSIBILITY

4.1 Client shall contract with sufficient numbers of certified Building, Plumbing, Electrical and Mechanical inspectors to conduct inspections within the City in a timely manner under the supervision of the Consultant. These independent contractor inspectors shall be paid by the City in accordance with contracts between the inspectors and the City.

SECTION 5.0

OWNERSHIP OF MATERIALS

All documents or other materials prepared by the Consultant under this Agreement shall be considered the property of the Client.

SECTION 6.0

INSURANCE AND LIMITATION OF LIABILITY

6.1 During the term of this agreement, the Consultant agrees to procure and maintain in effect insurance policies naming the City as an “Additional Insured” in the amounts and with the types of coverage shown below:

1. Professional liability insurance protecting the Consultant and its employees in an amount not less than \$1,000,000.
2. Workers Compensation Insurance in the form and amount required by Michigan law.
3. Commercial General Liability Insurance on an “Occurrence Basis” with limits of liability not less than \$1,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage.

6.2 The Client and the Consultant shall have no liability to each other for any claim relating to this agreement in excess of the fees and expenses paid to the Consultant except pursuant to indemnification obligations concerning third party claims under Section 6.0. In no event shall the Client and the Consultant be liable to each other for indirect, special,

incidental, or consequential damages, even if the Client and the Consultant have been advised of the possibility of such damages. Except as otherwise specifically provided in this agreement, neither party's liability to the other party under this Agreement shall exceed the total amounts paid or payable by the Client under this agreement.

SECTION 7.0

TERMS OF AGREEMENT

The term of this Agreement shall be for a period from July 13, 2021 through December 31, 2024, at which time both parties agree to re-evaluate the contract if needed.

This Agreement may be terminated by either the Client or Consultant individually or jointly upon ninety (90) days written notice. Compensation during the notice period would be paid by the Client to the Consultant if services are faithfully rendered to the Client.

IN WITNESS WHEREOF, the Consultant and the Client execute this Agreement as of the date first set forth in this Agreement.

WITNESS

CLIENT

Jonathan Smith, City Manager
City of the Village of Clarkston

Jennifer Speagle, Clerk
City of the Village of Clarkston

CONSULTANT

Richard K. Carlisle, AICP, PCP
President
**Code Enforcement Services, a Division
Of Carlisle/Wortman Associates, Inc.**

Craig E. Strong, Director
**Code Enforcement Services, a Division
Of Carlisle/Wortman Associates, Inc.**