

**CITY OF CORUNNA
CONTRACT FOR BUILDING
OFFICIAL & INSPECTION SERVICES**

This contract entered into on the ____ day of _____, 2010 between the City of Corunna (hereinafter referred to as the "City") and _____, (State of Michigan, Act 54 Registration # _____) a certified state licensed building inspector, hereinafter referred to as the "Official/Inspector").

WHEREAS, the City of Corunna has the responsibility for enforcing certain construction code ordinances and performing inspections related to said ordinances; and

WHEREAS, the City desires to contract with a qualified individual to provide building official and inspection services, as an independent contractor, in relation to the State of Michigan building codes enforcement activities performed by the Department of Building and Safety;

Whereas, the Client desires to engage the Consultant to render professional services for the Client; and

Whereas, the Consultant desires to provide building and rental inspection services and agrees to do so for compensation based upon services rendered and expenses incurred pursuant to the terms and conditions set forth in this agreement.

Now, therefore, the parties do mutually agree, as follows:

1. **STATEMENT OF WORK / DUTIES:** The City hereby contracts with the Official/Inspector to provide services, as an appointed contractual official of the City of Corunna.

During the duration of this agreement, the Official/Inspector will provide the services as follows:

- Building Inspections for the enforcement of the State of Michigan Building Codes and City Ordinance (Chapter 14, of the City Code).
- Property Maintenance and Rental Inspections for the enforcement of City Ordinance(Chapter 14, Article III, of the City Code).
- Zoning Enforcement, Trade Inspector Supervision and other duties assigned to the Building Official (Chapter 58, 70, 86, of the City Code).
- Issuance of Municipal Civil Infractions as Building Services Inspector for the enforcement of City Ordinance (Chapter 2, Article V, of the City Code).
- and other such directives of the City Manager and/or City Ordinance.

Inspections will be handled on demand. The Official/Inspector will attend City Council, Planning Commission and Zoning Board of Appeals meetings, as required by the City Manager. The Official/Inspector will establish regular office hours 50 weeks during the year (allowing for 2 weeks vacation). Regular Office Hours will consist of ____ hours per day, ____ days per week (City Holidays Excluded).

The Official/Inspector will provide to the City monthly activity reports of permits and revenue generated by the Official/Inspector and Trade Inspectors. The Official/Inspector will also provide to the City an annual report within 60 days of the City's fiscal year (July 1st through June 30th). The Official/Inspector will assist the City in establishing fees for building permits and will assist the City in other areas within the scope of the Official/Inspector, as required by the City.

The Official/Inspector will adhere to and assist in the development of Job Duties as described in Attachment A.

2. **RESPONSIBILITY OF CITY:** The City will be responsible for providing the Official/Inspector with office space (to include a desk, desktop computer and file cabinets), a set of building code books, book of city ordinances, and all other forms and written materials needed to provide services outlined above. The City will provide shared secretarial services and assistance to the Official/Inspector by accommodating inquiries and the processing of building permits.
3. **ACCOUNTABILITY:** The Official/Inspector shall keep a daily log of all city contacts generated from city residents or others doing or considering doing business in the City of Corunna. The log shall be made available to the City at all times. The City Manager may request further reporting on specific issues if needed.
4. **SERVICE FEES/PAYMENT:** The City shall pay the Official/Inspector for the services rendered under this agreement an annual fee of \$_____ commencing July 1, 2010 through June 30, _____. The agreement period for professional services may be extended or renewed at the mutual consent of the City and Official/Inspector. Compensation will be paid by the 15th of each month in twelve equal payments of \$_____ with the first payment due on or before July 15, 2010.
5. **FACILITIES AND EQUIPMENT:** The Inspector is to provide his own transportation and necessary equipment in the performance of his/her duties.
6. **SUPERVISION:** In carrying out his contractual duties, the Official/Inspector is to abide by the relevant policies and procedures of the City, State and Federal Governments.
7. **INSURANCE:** Liability and Workman's Compensation insurance are to be provided by the Official/Inspector. The Official/Inspector is not an employee of the City, and is not entitled to the benefits provided by the City to its employees, such as group insurance and pension plan, except for the liability coverage as described. The Official/Inspector may practice his profession for others during those periods when he is not performing work under this contract for the City, except that the Inspector cannot engage in contracting work on properties within the City while this contract is in effect.
8. **LIABILITY:** The Official/Inspector, charged with enforcement of the City building codes and ordinances, acting in good faith and without malice within the scope of his duties as expressed in this contract, shall not be personally liable for any damage that may accrue to persons or property as a result of any act or by reason of any act or omission in the discharge of the duties performed under this contract. The City shall provide legal counsel and representation for the Official/Inspector, at no cost to the Official/Inspector, in defense of any suit brought against the Official/Inspector because of such act or omission performed by him while acting in good faith and without malice within the scope of his duties as expressed in this contract in the enforcement of any provision of such codes and ordinances, until final termination of such proceedings, and any judgment resulting there from shall be paid by the City.
9. **TERMINATION:** This contract is effective on a year-to-year basis. Either party, with 30-day notification, may terminate this contract. Such notice shall be in writing and shall be delivered to the City Manager, representing City, or Official/Inspector, respectively.

10. **ENTIRE AGREEMENT:** This instrument, and its attachments, contains the entire agreement between the parties. No statement, promises or endorsements made by either party or agents of either party that is not contained in this written contract shall be valid or binding, and this contract may not be enlarged, modified, or altered except in writing signed by the parties and endorsed herein. It is understood and agreed by the parties hereto that if any part, term or provision of this contract is by the courts held to be illegal or in conflict with any law of the State of Michigan or the United States, the validity of the remaining portions or provision shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular part, term or provision held to be invalid. It is mutually understood and agreed that this contract shall be governed by the laws of the State of Michigan, both as to interpretation and performance. Any and all suits for any and every breach of this contract may be instituted and maintained in any court of competent jurisdiction in the County of Shiawassee, State of Michigan. No waiver of any breach of this contract shall be held to be a waiver of any other or subsequent breach. All remedies afforded in this contract shall be taken and construed as cumulative, that is, in addition to every other remedy provided by law.

In witness thereof, the Consultant and the Client have executed this agreement effective July 1, 2010.

WITNESS:

OFFICIAL/INSPECTOR:

xxxxxxxxxxxxx, Building Official/Inspector
xxxxxxx
xxxxxxxxxxx, MI xxxxx

CLIENT:

Joseph S. Sawyer, City Manager

City of Corunna
402 N. Shiawassee St.
Corunna, Michigan 48817

ATTACHMENT A

Building Official/Inspector Job Description

Title: Building Official/Inspector

Reports To: City Manager

Positions Supervised: Trade Inspectors

Employment Status: Exempt

BROAD STATEMENT OF RESPONSIBILITIES:

Responsible for overall direction and management of the Building Department in the enforcement of building codes and related ordinances, the issuance of related permits and the licensing of contractors within the City to protect the health and safety of the public. Responsible for reviewing construction plans and conducting inspections of construction-in-progress to ensure compliance with State and local building codes. Responsible for enforcement of City zoning ordinances to include performing field investigations and responding to complaints. Responsible for the hiring, supervision, discipline, and discharge of subordinate members of the department.

SPECIFIC DUTIES AND RESPONSIBILITIES:

1. Receives building permit applications; reviews, checks and examines construction plans, specifications and drawings to determine building code, site plan, and related ordinance compliance with State and local codes; issues building permits after state and local code compliance has been determined; maintains appropriate building permit records.
2. Visits construction sites; checks plans and specifications for on-site conformity to construction and building code; conducts inspections of actual construction and makes final inspections upon completion of new buildings, improvements or repairs to determine conformity with plans and code. Supervises and directs outside Electrical, Mechanical and Plumbing (Trade) Inspectors; oversees and examines building plans and installation plans for electrical, mechanical and plumbing; issues permits for new construction and improvements, occupancy, etc.; ensures compliance with State and local regulations.
3. Verifies ordinance complaints and conducts inspections of violations; explains and interprets zoning ordinance to City property owners; sends out ordinance violation notices when necessary; oversees investigations of ordinance violation complaints and institutes action to prosecute violators of building code and zoning ordinances; represents the City in legal matters regarding Building and zoning regulation issues.
4. Performs building and rental inspections and issues violation notices if needed to violators; conducts occupancy inspections on both new and existing buildings, and issues permits accordingly. Enters all building inspections and zoning notices in computer daily or as is necessary.
5. Provides information and counsel on building code requirements to residents, builders, architects, engineers, attorneys, and Township Board of Trustees.
6. Enforces Dangerous Building Ordinance including conducting investigations; orders correction of unsafe conditions in existing structures; arranges for issuance of condemnation notices; attends public hearing and monitors demolition process

through to completion.

7. Develops annual department financial budget and monitors throughout fiscal year; provides monthly reports to the City Manager regarding department activities. Prepares periodic reports of inspection activities and maintains related records accordingly.
8. Oversees proper maintenance of all applications, permits, plans and correspondence regarding buildings and plats within the City; maintains files of flood plain permits and records.
9. Attends seminars and other continuing education classes as required by State of Michigan for maintaining required certification as Building Official/Inspector; maintains ongoing awareness of construction trends/new materials through trade journals and attending seminars and trade conferences.
10. Processes applications to the construction Board of Appeals; attends construction Board of Appeals meetings to respond to questions.
11. Coordinates development and construction issues with Planning Department as necessary.
12. Recommends passage or amendment of building, electrical, mechanical and plumbing codes as required; assists in developing other Building Department related ordinances and codes.
13. Performs other duties and special projects as requested to ensure effective operations of the department.

DESIRED KNOWLEDGE, SKILLS & ABILITIES:

1. High school completion plus minimum 5 years of relevant experience in building construction, inspection and ordinance enforcement; Plan Review and Building Inspector and Building Official level designation by the State required; comprehensive knowledge of building code enforcement principles and practices required.
2. Communication and interpersonal skills to deal effectively with City office staff at all levels, property owners, State and local government representatives, builders, contractors, community-at-large and general public.
3. Supervisory skills to effectively lead building inspection and ordinance enforcement staff toward achieving departmental goals.
4. Ability to independently plan, organize, and schedule work; ability to concentrate and pay close attention to details.
5. Valid drivers license and ability to travel regularly throughout City; ability to climb, walk and stoop while visiting building inspection sites during all seasons and all weather conditions; occasionally may require lifting boxes of materials, office supplies, files, records and equipment weighing minimum of 40 pounds to waist high level; also requires manual dexterity to operate computer and other office equipment.

The above is intended to describe the general content of and requirements for the performance of the position. It is not to be construed as an exhaustive statement of duties, responsibilities or requirements for the position.