



City of Pleasant Ridge
23925 Woodward Avenue
Pleasant Ridge, Michigan 48069

**City Commission Meeting
April 13, 2021
Agenda**

Honorable Mayor, City Commissioners and Residents: This shall serve as your official notification of the Regular City Commission Meeting to be held Tuesday, April 13, 2021, at 7:30pm, via teleconference as described below. The following items are on the Agenda for your consideration:

REGULAR CITY COMMISSION MEETING – 7:30 P.M.

1. Meeting Called to Order.
2. Pledge of Allegiance.
3. Roll Call.
4. PUBLIC DISCUSSION – items not on the Agenda.
5. Governmental Reports.
6. City Commission Liaison Reports.
 - Commissioner Budnik – Ferndale Public Schools.
 - Commissioner Perry – Planning/DDA.
 - Commissioner Scott – Historical Commission.
 - Commissioner Wahl – Recreation Commission.
7. Consideration of the following Consent Agenda.

All items listed on the Consent Agenda are considered to be routine by the City Commission, will be enacted by one motion and approved by a roll call vote. There will be no separate discussion of these items unless a City Commissioner or visitor so requests, in which event, the item will be removed from the consent agenda and considered as the last item of business.

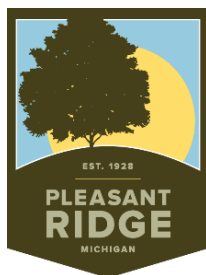
 - a. Minutes of the minutes of the Regular City Commission Meeting held Tuesday, March 9, 2021.
 - b. Monthly Disbursement Report.
 - c. Budget Amendment A-2021-001
 - d. Resolution declaring May 2021 as Mental Health Awareness Month.
 - e. Request by the Seventh-day Adventist Church to solicit door-to-door from May 30 – August 8, 2021.
8. Interlocal Agreement between the City of Pleasant Ridge and the City of Ferndale for Inspection Services.
9. City Manager's Report.

10. Other Business.

11. Adjournment.

Due to the COVID-19 State of Emergency declared by the Governor's Executive Order 2020-4, the limitation on public assemblies of Executive Order 2020-11, and the permitting of public meetings by remote participation allowed by Governor's Executive Order 2020-15, the April 13, 2021, Pleasant Ridge City Commission meeting will be conducted via remote participation.

All members of the public will be permitted to participate during the public comment and public hearing portions of the meeting. There are two ways that members of the public can participate in the meeting 1) by joining the Zoom meeting by computer videoconference, or 2) by watching the meeting livestream on the City's YouTube channel or public access channel and providing comments by email at appropriate times during the meeting. If you have any ADA questions, please call the Clerk's Office (248) 541-2901.



City of Pleasant Ridge
 23925 Woodward Avenue
 Pleasant Ridge, Michigan 48069

Regular City Commission Meeting March 9, 2021

Having been duly publicized, Mayor Metzger called the meeting to order at 7:30pm.

Present: Mayor Metzger, Commissioners Budnik, Perry, Scott, Wahl,
 Also Present: City Manager Breuckman.
 Absent: None

Public Discussion

None.

Governmental Reports

Chief Kevin Nowak, Pleasant Ridge Police Department, gave a brief crime update.

Shawsheen Stamper, Recreation Director, gave an update regarding the tentative 2021 Pool Season and recreation related updates.

City Commission Liaison Reports

Commissioner Budnik gave a report for Huntington Woods Library board representatives and events happening at the library. Check the website for opening times and activities.

Commissioner Perry gave an update from the Planning Commission/DDA, next meeting will be held Monday, April 26th.

Commissioner Scott gave an update from the Historical Commission. September 11, 2021 is the date for the 2021 Garden Tour, called the "Outdoor Sanctuaries of Pleasant Ridge." Looking for homeowners willing to showcase their garden on the tour.

Commissioner Wahl gave an update from the Recreation Commission. She detailed upcoming events related to the Recreation Department.

Consent Agenda

21-3504

Motion by Commissioner Perry, second by Commissioner Scott, to approve the consent agenda as presented.

Adopted: Yeas: Commissioners Perry, Scott, Budnik, Wahl, Mayor Metzger
 Nays: None

2021-2022 City Commission Goals and Objectives

Breuckman gave an over of the goals and objectives process. Many of the items are carried over from year to year, and this document will be included in the 2021-2022 adopted City Budget.

21-3505

Motion by Commissioner Perry, second by Commissioner Wahl that the 2021-2022 City Commission Goals and Objectives be adopted.

Adopted: Yeas: Commissioners Perry, Wahl, Budnik Scott, Mayor Metzger
 Nays: None

City Manager's Report

Open Meetings Act authorizes the City to meet remotely through December 31st, as long as the City keeps its local COVID emergency plan in place.

Town Hall meeting to be held via Zoom on Tuesday, April 20th at 7pm regarding the lead service line replacement project and water main replacement project.

HydroCorp is in the process of the water meter replacement program.

Other Business

Budnik discussed opening the restrooms at Gainsboro Park Shelter. Staff will discuss and determine what the best options are.

With no further business or discussion, Mayor Metzger adjourned the meeting at 7:55pm.

Mayor Kurt Metzger

Amy M. Allison, City Clerk

March 2021

ACCOUNTS PAYABLE

PAYROLL LIABILITIES	\$	8,968.10
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ACCOUNTS PAYABLE	\$	323,021.61
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TAX LIABILITIES	\$	-
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TOTAL	\$	331,989.71
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PAYROLL

March 10, 2021	\$	37,221.92
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March 24, 2021	\$	36,992.08
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TOTAL	\$	74,214.00
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CHECK REGISTER FOR CITY OF PLEASANT RIDGE
PAYROLL LIABILITIES
March 2021

PG 1

Check Date	Check	Vendor Name	Description	Amount
3/10/2021	6410500220	ALERUS FINANCIAL	RETIREMENT CONTRIBUTIONS	\$ 1,933.04
3/10/2021	6410500221	ICMA - VANTAGEPOINT	RETIREMENT CONTRIBUTIONS	\$ 80.00
3/10/2021	6410500222	ALERUS FINANCIAL	RETIREMENT CONTRIBUTIONS	\$ 32.09
3/10/2021	6410500223	ALERUS FINANCIAL	HCSP CONTRIBUTIONS	\$ 598.04
3/10/2021	6410500224	ALERUS FINANCIAL	RETIREMENT CONTRIBUTIONS	\$ 1,782.84
3/10/2021	6410500225	FOPLC	UNION DUES	\$ 188.00
3/24/2021	6410500229	ALERUS FINANCIAL	RETIREMENT CONTRIBUTIONS	\$ 1,818.04
3/24/2021	6410500230	ALERUS FINANCIAL	RETIREMENT CONTRIBUTIONS	\$ 32.09
3/24/2021	6410500231	ALERUS FINANCIAL	RETIREMENT CONTRIBUTIONS	\$ 1,825.92
3/24/2021	6410500232	ALERUS FINANCIAL	HCSP CONTRIBUTIONS	\$ 598.04
3/24/2021	6410500233	ICMA - VANTAGEPOINT	RETIREMENT CONTRIBUTIONS	\$ 80.00
TOTAL PAYROLL LIABILITIES				\$ 8,968.10

CHECK REGISTER FOR CITY OF PLEASANT RIDGE
ACCOUNTS PAYABLE
March 2021

PG 2

Check Date	Check	Vendor Name	Description	Amount
03/18/2021	24391	21ST CENTURY MEDIA-MICHIGAN	LEGAL NOTICE PUBLICATION	\$ 1,177.75
03/18/2021	24392	45TH DISTRICT COURT	TRAFFIC TICKET EXPENSES	\$ 175.00
03/18/2021	24393	ACCUSHRED, LLC	SHREDDING SERVICES	\$ 55.00
03/18/2021	24394	ADKISON, NEED & ALLEN P.L.L.C.	ATTORNEY SERVICES	\$ 2,597.50
03/18/2021	24395	AEFS INC	LOCKER ROOM FLOORING PROJECT	\$ 3,000.00
03/18/2021	24396	ANDERSON, ECKSTEIN & WESTRICK	ENGINEERING SERVICES	\$ 19,539.48
03/18/2021	24397	BADGER METER, INC.	WATER METER SUPPORT SERVICES	\$ 48.06
03/18/2021	24398	BELL EQUIPMENT COMPANY	STREET SWEEPER MAINTENANCE	\$ 240.39
03/18/2021	24399	BENDZINSKI AND COMPANY	BOND COUNSEL FILING FEES	\$ 1,000.00
03/18/2021	24400	BLUE CROSS BLUE SHIELD OF MICHIGAN	HEALTHCARE BENEFITS 52114-600	\$ 4,193.04
03/18/2021	24401	BRILAR	DPW SERVICES	\$ 28,934.04
03/18/2021	24402	CITY OF FERNDALE	FIRE SERVICES AGREEMENT	\$ 21,381.72
03/18/2021	24403	CITY OF FERNDALE	DISPATCH SERVICES AGREEMENT	\$ 3,250.00
03/18/2021	24404	CITY OF HUNTINGTON WOODS	LIBRARY SERVICES AGREEMENT	\$ 43,640.00
03/18/2021	24405	CITY OF ROYAL OAK	DPW SERVICES	\$ 59.28
03/18/2021	24406	COMMUNITY MEDIA NETWORK	MEETING RECORDING SERVICES	\$ 250.00
03/18/2021	24407	DAVEY TREE EXPERT COMPANY	TREE MAINTENANCE SERVICES	\$ 1,470.00
03/18/2021	24408	DETROIT EDISON COMPANY	STREETLIGHTING SERVICES	\$ 3,911.61
03/18/2021	24409	DIVERSIFIED INFRASTRUCTURE SRVS	SEWER CLEANING & CCTV PROGRAM	\$ 21,506.90
03/18/2021	24410	EUGENE LUMBERG	PROSECUTION SERVICES	\$ 405.00
03/18/2021	24411	GREAT AMERICA FINANCIAL SRV	TELEPHONE SERVICES	\$ 866.00
03/18/2021	24412	HUNT SIGN COMPANY, LTD	STREETSIGN PURCHASES	\$ 382.90
03/18/2021	24413	HYDROCORP	CROSS CONNECTION INSPECTION PROGRAM	\$ 125.00
03/18/2021	24414	J & J AUTO TRUCK CENTER	VEHICLE MAINTENANCE	\$ 305.19
03/18/2021	24415	MARISSA OKEBY	RECREATION PROGRAM REFUND	\$ 60.00
03/18/2021	24416	O'REILLY AUTO PARTS	VEHICLE MAINTENANCE SUPPLIES	\$ 108.68
03/18/2021	24417	OAKLAND COUNTY ANIMAL CONTROL	DOG LICENSING EXPENSES	\$ 259.75
03/18/2021	24418	OAKLAND COUNTY TREASURER	SEWERAGE TREATMENT FEB 2021	\$ 50,476.26
03/18/2021	24419	OAKLAND SCHOOLS	PRINTING AND MAILING UTILITY BILLS	\$ 593.50
03/18/2021	24420	PLANTE & MORAN PLLC	ACCOUNTING SERVICES	\$ 5,757.00
03/18/2021	24421	PLANTE MORAN GROUP BENEFIT ADVISORS	BENEFIT CONSULTING SERVICES	\$ 1,718.25
03/18/2021	24422	SCHEER'S ACE HARDWARE	BUILDING MAINTENANCE SUPPLIES	\$ 131.01
03/18/2021	24423	SOCRRA	REFUSE COLLECTION AGREEMENT	\$ 18,497.76
03/18/2021	24424	SOCWA	WATER PURCHASES	\$ 11,304.00
03/18/2021	24425	THE HUNTINGTON NATIONAL BANK	CAPITAL IMPROVEMENT BOND PAYMENT	\$ 38,025.00
03/18/2021	24426	TOSHIBA FINANCIAL SERVICES	COPIER LEASE SERVICES	\$ 953.09
03/18/2021	24427	UNIFIRST CORPORATION	JANITORIAL SUPPLIES AND MAT RENTAL	\$ 368.78
03/18/2021	24428	UNUM LIFE INSURANCE COMPANY	LIFE INSURANCE BENEFITS	\$ 27.38
03/18/2021	24429	VOID CHECK	VOID CHECK	\$ -
03/18/2021	24430	WEX BANK	FUEL PURCHASES	\$ 1,474.80
Total Accounts Payable				\$ 288,269.12

CHECK REGISTER FOR CITY OF PLEASANT RIDGE
ELECTRONIC PAYMENTS

PG 3

March 2021

Check Date	Check	Vendor Name	Description	Amount
03/11/2021	2324	MUNICIPAL EMP.RETIREMENT SYST.	RETIREMENT CONTRIBUTIONS	\$ 34,752.49
Total Electronic Payments				\$ 34,752.49



City of Pleasant Ridge

From: Kelly Schimmoeller, Plante Moran
 To: Pleasant Ridge City Commission
 Date: April 7, 2021
 Re: 2020-21 Budget Amendment #1

Overview

The following budget amendments reflect actual year-to-date activity and adjustments for capital projects.

- Decreases to fund 218 and 260 reflect the fact that the Woodward Streetscape project will not begin construction in this budget year.
- Increases in fund 218 and 401 reflect increased costs for the pavilion projects at the pool and Gainsboro Park.
- The increase for Capital Outlay – Police in fund 401 is for new radios. This is a project through Oakland County, who is updating the radio system for the County and requiring local departments to purchase new radios.
- The remainder of the changes are routine adjustments for minor budget variances.

Background

Budget Amendment Group 1 – General Fund

General Fund transfers are being amended to more accurately reflect actual year-to-date activity.

	<u>Increase (Decrease)</u>
Expenditures	
101-371-827.100 Charges for Services - Personnel	\$695

Budget Amendment Group 2 – Infrastructure Improvements

Infrastructure Improvement expenditures are being amended to more accurately reflect actual year-to-date activity. These include capital project changes and grants received.

	<u>Increase (Decrease)</u>
Expenditures	
218-910-970.446 Capital Outlay – Streets & Alleys	(\$450,000)
218-910-970.750 Capital Outlay - Recreation	\$25,000

Budget Amendment Group 3 – Solid Waste Fund

Solid Waste expenditures are being amended to more accurately reflect actual year-to-date activity.

Increase (Decrease)

Expenditures

226-528-810.000	Public Works Contract	\$5,000
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Budget Amendment Group 4 – SCAF Parks Special Revenue Fund

Scaf Parks Special Revenue transfers are being amended to more accurately reflect actual year-to-date activity.

Increase (Decrease)

Expenditures

258-966-999.401	Transfers Out – Capital Improvement	\$100,000
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Budget Amendment Group 5 – Downtown Development Authority (DDA)

Downtown Development Authority revenues and expenditures are being amended to more accurately reflect actual year-to-date activity. (The revenue reflects the Oakland County grant for restaurants and the expenditure reflects the continued streetscape project design work.)

Increase (Decrease)

Revenues

260-000-675.000	Contributions & Donations	\$20,000
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Expenditures

260-730-809.000	Contractual Services	\$50,000
260-730-970.000	Capital Outlay	(\$170,000)

Budget Amendment Group 6 – Capital Improvement Fund

Capital Improvement revenues and expenditures are being amended to more accurately reflect actual year-to-date activity.

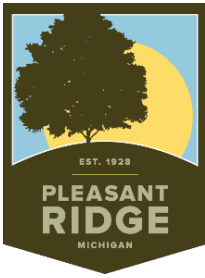
Increase (Decrease)

Revenues

401-000-699.258	Transfers In – SCAF-PSRF	\$100,000
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Expenditures

401-910-970.300	Capital Outlay – Police	\$31,000
401-910-970.750	Capital Outlay	\$125,000



City of Pleasant Ridge

23925 Woodward Avenue
Pleasant Ridge, Michigan 48069

RESOLUTION

- WHEREAS,** *mental health is important for our individual well-being and vitality, as well as that of our families, communities and businesses; and*
- WHEREAS,** *the COVID-19 pandemic has been a reminder of the importance of integrating mental health into preparedness and response plans for public health emergencies; and*
- WHEREAS,** *younger adults, racial/ethnic minorities, essential workers, and adult caregivers reported having disproportionately worse mental health outcomes, increased substance abuse, and elevated suicidal ideation associated with COVID-19; and*
- WHEREAS,** *one in six U.S. children aged 2-8 years (17.4%) had a diagnosed mental, behavioral, or developmental disorder; and*
- WHEREAS,** *May 6, 2021 is designated the National Children's Mental Health Awareness Day and May 2 through May 8, 2021 is designated as Children's Mental Health Awareness Week; and*
- WHEREAS,** *Oakland Community Health Network is committed to being a Zero Suicide organization and cultivate a network of providers who are engaged in the Zero Suicide philosophy; and*
- WHEREAS,** *mental illness is a biologically based brain disorder that cannot be overcome through "will power" and is not related to a defect in a person's "character" or intelligence; and*
- WHEREAS,** *mental health recovery not only benefits individuals with mental health disorders by focusing on their abilities to live, work, learn and full participate and contribute to our society, but also enriches the culture of our community life; and*
- WHEREAS,** *the Oakland Community Health Network (OCHN), and its service provider agencies, are committed to inspiring hope, empowering people, and strengthening communities.*

NOW, THEREFORE, BE IT RESOLVED that the City of Pleasant Ridge hereby proclaim May 2021 as Mental Health Awareness Month. The Mayor and City Commission call upon all citizens, government agencies, public and private institutions and businesses to recommit to increasing awareness and understanding of mental illness and the need for appropriate and accessible services for all people with mental illness.

In Witness Whereof, I Kurt Metzger, Mayor of the City of Pleasant Ridge, do hereby set my hand and affix the official Seal of the City on this 7th day of April 2021, affirming the vote of the Pleasant Ridge City Commission.

Kurt Metzger Mayor



Seventh-day
Adventist Church

MICHIGAN CONFERENCE

To Whom It May Concern,

I write today regarding evangelistic work that the Family Health and Education Resources ministry of the Seventh-day Adventist Church will soon be conducting in your community. Student literature evangelists will soon be going door-to-door distributing free religious literature, praying with community members, enrolling interested individuals in Bible Studies, and seeking donations to support the program.

The Literature evangelistic program of the Adventist Church has been in existence for well over 100 years and is an important part of the Church's missionary work and evangelism. As student literature evangelists they are following the Great Commission that Christ gave His followers in Matthew 28:18-20.

In order not to disturb the community or be bothersome this program usually runs from 10:00am to 9:00pm, May 30 – August 8, 2021. Further, all our students carry identification recognizing them as part of the Family Health and Education Resources Program. They also carry radios or cell phones to contact their onsite leader who can provide more information while in the field.

As a youth program, we are instilling safety protocols for our students as well as the community in which we are seeking to share. To ensure public health and safety due to COVID-19, our program will be complying with the guidelines and protection procedures as provided by the CDC as our students go door-to-door.

Some communities have ordinances governing door-to-door sales, canvassing or solicitations. However, the Supreme Court has protected door-to-door advocacy based upon the free exercise and speech clauses of the First Amendment. The Court has been particularly suspicious of any prior restraint on these activities such as requiring permit or registration process. If your city has an ordinance that it believes applies to our activities, I ask that you contact us as soon as possible so we can discuss this.

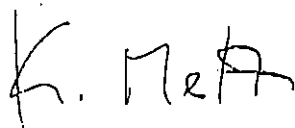
We believe our evangelistic activities fall squarely within the protected zone of the First Amendment. Unless we hear differently, we do not plan on applying for any permit or registering prior to beginning our missionary work.

It is our desire to provide family, health and educational resources that will serve to bless local communities. We are happy to provide more specific information regarding the program upon request and we look forward to working in your community and with your office as necessary.

PLEASE FORWARD THIS INFORMATION TO YOUR LOCAL POLICE/SHERIFF DEPARTMENT.

Please accept this letter as acknowledgment of our Family Health and Education Resources Seventh-day Adventist youth missionary project that will take place in your area. If you have any other questions, please do not hesitate to call us at 517-316-1515.

Respectfully yours,

A handwritten signature in black ink, appearing to read "K. Metz". The signature is written in a cursive, somewhat stylized font.

Kamil Metz
Literature Ministries Director



City of Pleasant Ridge

James Breuckman, City Manager

From: Jim Breuckman, City Manager
 To: City Commission
 Date: April 7, 2021
 Re: Ferndale Building Services Interlocal Agreement Amendment

Overview

We have been using Ferndale for building department services for about a year now. Ferndale has an in-house building official but contracts out inspection services to SafeBuilt. Ferndale is in the process of a contract renewal with SafeBuilt that includes rate increases for inspection services. Our interlocal agreement with Ferndale needs to be adjusted to reflect Ferndale's new contract rates with SafeBuilt.

The revisions to the interlocal include a mechanism to pass along Ferndale's contracted rates, and to pass through Ferndale's internal costs plus an administrative fee. Ferndale's internal rates will be established annually through a memorandum of understanding between Ferndale and Pleasant Ridge staff. We anticipate cost increases to be less than 10% as a result of these changes.

Background

Ferndale's rates with SAFEbuilt have been unchanged for more than 5 years and are now being adjusted as part of their contract renewal.

In response to the rate increase from SAFEbuilt, Ferndale in turn needs to revise the Interlocal Agreement with us to ensure that Ferndale's costs are being covered. The Agreement is structured to ensure that Pleasant Ridge is billed no more than the actual rate of service based on whether SAFEbuilt or Ferndale personnel provide service, plus a fixed administrative fee. Ferndale is committed to ensuring that associated rates and fees are monitored so that fees are in line with costs for services rendered.

Our cost increase because of this change should be minor, 10% or less. Building permit revenues should be able to absorb the cost increase but if permit revenues fall short of costs, we will increase permit fees to cover the increased costs. Our permit fees have not been increased in several years, so an increase, if necessary, will not be extraordinary or burdensome.

Our partnership with Ferndale has been working well and Staff is very satisfied with the building services we are receiving. This arrangement has increased our service capacity and available inspection times, and also the increased availability of a full-time building official to answer Staff and resident questions.

Requested Action

City Commission approval of the attached revised interlocal agreement for building services.

**REVISED INTERLOCAL AGREEMENT
BETWEEN
THE CITY of PLEASANT RIDGE AND
THE CITY OF FERNDALE
FOR PLAN REVIEW AND INSPECTION SERVICES**

The Interlocal Agreement (the “Agreement”) is made and entered into on _____, 2021, between the City of Pleasant Ridge (hereinafter referred to as “Pleasant Ridge”) and the City of Ferndale (hereinafter referred to as “Ferndale”).

The State of Michigan “Stille-Derossett-Hale Single State Construction Code Act,” Act 230 of 1972, MCL 125.1501, et seq. (“Act 230”) establishes regulations, through the Michigan Building Code, for building construction and safety; and

The State of Michigan “Skilled Trades Regulation Act,” Act 407 of 2016, MCL 339.5101 et seq. (“Act 407”) establishes regulations for the registration of building officials, plan reviewers and inspectors; and

The Michigan Constitution of 1963, Article 7, § 28, and the Urban Cooperation Act of 1967, Act 7 of 1967, being MCL 124.501 et seq. (“Act 7”), permit a political subdivision to exercise jointly with any other political subdivision any power, privilege or authority which such political subdivisions share in common and which each might exercise separately; and

Pleasant Ridge and Ferndale have qualified, Act 407 registered plan reviewers and inspectors available to perform plan reviews and inspections, as defined in this Agreement, and Pleasant Ridge and Ferndale have a mutual need for these services; and

This service will further the public health, safety, and welfare, and promote efficiency and effectiveness of local governments.

THEREFORE, for mutual consideration hereinafter stated, Pleasant Ridge and Ferndale agree as follows:

**I.
COMMENCEMENT DATE**

The commencement date of this Agreement shall be _____.

II. TERM

This Agreement shall continue until terminated by either Pleasant Ridge or Ferndale as set forth in Article V, below.

III. SCOPE OF SERVICES

Pleasant Ridge and Ferndale agree to assist each other in providing plan review and inspection services subject to the following conditions:

- A. For purposes of this Agreement, “plan review and inspection services” includes plan reviews or inspections as mandated by Act 230, or related city ordinances as to enforcement of Act 230, the International Property Maintenance Code, Chapter 8, Article III of the Pleasant Ridge Code entitled “Licensure of Landlords”, and Chapter 8, Building and Building Regulations, Article X, “Registration of One and Two Family Dwellings for Rent or Lease” of the Ferndale Code.
- B. The building officials for each community shall coordinate meetings to establish procedures and policies for the sharing of resources for plan review and inspection services.
- C. Pleasant Ridge and Ferndale shall provide to each other on an “as needed”, “as available” basis, plan reviews or inspections by state registered plan reviewers or inspectors.
- D. Pleasant Ridge and Ferndale shall perform plan reviews or inspections as scheduled and requested by the other party, during normal business hours, subject to the availability of Pleasant Ridge’ and Ferndale’s staff, it being understood and acknowledged by Pleasant Ridge and Ferndale that the plan review and inspection requirements in their respective communities shall take precedence.
- E. Ferndale and Pleasant Ridge may, from time to time, enter into contracts pursuant to which contractor(s) for one of the parties performs plan review, inspection and other services. The parties acknowledge and agree that services provided to Pleasant Ridge or Ferndale under this Agreement may be performed by such contractor(s) rather than Ferndale or Pleasant Ridge personnel, acting pursuant to a contract entered into with either of the parties. The parties agree to appoint any such contractor(s) who perform such plan review, inspection and other code enforcement services

as one of its agent for purposes of performing services contemplated under this Agreement and further authorizes such contractor(s) to perform such services and to exercise the police powers of the respective municipality as reasonably necessary to perform the contemplated services. For the avoidance of doubt, for purposes of this Agreement, any such contractor shall, upon request, be provided a letter from the parties' City Manager or designee stating the contractor is an authorized contractor for the party.

- F. The Parties acknowledge that the municipality who enters into the contract with the contractor(s) shall have the sole authority to schedule services performed by such contractor and that any requests for services shall be directed through, approved by and scheduled by that municipality.. The contractor(s) shall have no obligation to notify any other municipality (other than the municipality with whom it has the contract) that contractor(s) will be providing services.
- G. All plan review and inspections provided under this agreement shall be performed in accordance with Act 407 and any other applicable laws, statutes, codes, and regulations,

IV. PAYMENT

Each party shall provide and exchange an itemized report to the other every month indicating the hours of service provided with time increments of no less than one quarter hour. The party providing any hour of service or increment thereof shall be compensated by the other party at the rate set forth in the contract with the particular contractor along with an administrative charge of ____% to such party providing the service within thirty (30) days of the reports. Services provided to either party under this Agreement are subject to the terms and conditions of such contract between a party and contractor(s), provided that contractor(s) shall not be responsible for failures to meet any Time of Performance requirements of the contract to the extent such failure results from scheduling direction from the contracting party.

V. TERMINATION

This Agreement may be terminated at any time, with or without cause, by either party upon giving thirty (30) days advance written notice of termination to the other party. In the event of such termination by either party, the hours of service shall be evaluated as noted in Section IV through the date of the termination of the agreement. Any outstanding compensation owed at the time of termination shall be paid.

VI. RESERVATION OF RIGHTS, INSURANCE AND LIABILITY ASSURANCES

No Waiver of Governmental Immunity. All of the privileges and immunities from liability, and exemptions from laws, ordinances and rules, and all pensions, relief, disability, worker's compensation and other benefits which apply to the acts of Pleasant Ridge and Ferndale and their officials, officers, agents, and employees when performed within the territorial limits for their respective agencies shall apply to the same degree and extent to the performance of such acts of Pleasant Ridge and Ferndale, and their officials, officers, agents and employees in the other municipality. No provision of this Agreement is intended, nor shall any provision of this Agreement be construed, as a waiver of any governmental immunity as provided by Section 9 of Act 7 or otherwise under law.

Independent Contractor. Pleasant Ridge and Ferndale agree that at all times and for all purposes under the terms of this Agreement, Pleasant Ridge's relationship to Ferndale, and Ferndale's relationship to Pleasant Ridge, shall be that of an independent contractor. No liability, right or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to Pleasant Ridge or Ferndale as a result of this Agreement. Pleasant Ridge and Ferndale shall retain all authority for the rendition of services, standards of performance, control of personnel and other matters incidental to the performance of services by Pleasant Ridge or Ferndale under this Agreement. Nothing in this Agreement shall make any employee of either community an employee of the other.

Liability and Indemnification. The parties shall each be solely responsible for the acts and omissions of their own officials, officers, directors, employees, agents, and volunteers, the costs associated with those acts and omissions and the defense thereof. To the extent permitted by law, Pleasant Ridge shall hold harmless, indemnify and defend Ferndale and its officials, officers, directors, employees, agents and volunteers from any and all claims, demands, suits, or losses (including attorney fees and legal costs) for any damages or expenses which may be asserted, claimed or recovered by any third party by reason of personal injury, death and/or property damage, including loss of use, which arises out of or is in any way connected or associated with the intentionally tortuous or negligent acts or omissions of Pleasant Ridge or its officials, officers, directors, employees, agents or volunteers. To the extent permitted by law, Ferndale shall hold harmless, indemnify and defend Pleasant Ridge and its officials, officers, directors, employees, agents and volunteers from any and all claims, demands, suits, or losses (including attorney fees and legal costs) for any damages or expenses which may be asserted, claimed or recovered by any third party by reason of personal injury, death and/or property damage, including loss of use, which arises out of or is in any way connected or associated with the intentionally tortuous or negligent acts or omissions of Ferndale or its officials, officers, directors, employees, agents or volunteers. The provisions of this Article shall survive expiration or termination of this Agreement.

Insurance. Each Party shall be responsible for maintaining liability insurance covering its activities as they relate to this Agreement.

VII. MISCELLANEOUS

Entire Agreement. This Agreement sets forth the entire agreement between the parties and supersedes any prior understandings.

Severability. If a Court of competent jurisdiction finds any provisions of this Agreement invalid or unenforceable, then that provision shall be deemed severed from this Agreement. The remainder of this Agreement shall remain in full force.

Governing Law. This Agreement shall be governed by Michigan law. Except as otherwise required by law or court rule, any action brought to enforce, interpret or decide any claim arising under this Agreement shall be brought in the Oakland County Circuit Court.

Amendment. The Agreement may be amended only upon written agreement and approval of the governing bodies of Pleasant Ridge and Ferndale.

Permits and Licenses. Each Party shall be responsible for obtaining and maintaining, throughout the term of this Agreement, all licenses, permits, certificates, and governmental authorizations for its employees/and/or agents necessary to perform all its obligations under this Agreement. Upon request, a Party shall furnish copies of any permit, license, certificate or governmental authorization to the requesting party.

No Implied Waiver. Absent a written waiver, no failure or delay by a party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its rights to require strict performance of this Agreement.

Notices. Notices or reports given under this Agreement shall be in writing and shall be personally delivered, or sent by electronic mail, express delivery service, certified mail, or first class U.S. mail postage prepaid, to the City Manager of the other community.

Assignment and Delegation. This Agreement may not be assigned nor may duties or obligations hereunder be delegated without the prior, mutual written consent of both parties.

Interpretation of Agreement. This is a negotiated Agreement. Should any part of this Agreement be in dispute, this Agreement shall not be construed more favorably for

one party over the other, and the doctrine of construction against the drafter shall not apply.

No Third Party Beneficiaries. The parties do not intend to confer third party beneficiary status on any non-party to this Agreement.

Contacts. Concerning matters associated with this Agreement, the primary contact person for Pleasant Ridge shall be James Breuckman, and the primary contact person for Ferndale shall be Jordan Twardy, or their successors.

Filing. Prior to its effectiveness, this revised interlocal agreement shall be filed with the clerk of Oakland County and with the Secretary of State, as required under Section 10(4) of Act 7.

VIII. REMEDIES

No right or remedy granted herein or reserved to the parties is exclusive of any right or remedy granted by law or equity; but each shall be cumulative of every right or remedy given hereunder.

City of Pleasant Ridge

By: _____
Kurt Metzger
Mayor

Date: _____

City of Ferndale

By: _____
Melanie Piana Mayor

Date: _____

AMENDMENT ONE
PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF FERNDALE, MICHIGAN
AND SAFEbuilt MICHIGAN, LLC

This Amendment is entered into to amend the Professional Services Agreement previously entered into on July 11, 2017, by and between City of Ferndale, Michigan, (Municipality) and SAFEbuilt Michigan, LLC, a wholly owned subsidiary of SAFEbuilt, LLC, (Consultant). Municipality and the Consultant shall be jointly referred to as the “Parties”.

Amendment Effective Date: This Amendment shall be effective on the latest date fully executed by both Parties.

RECITALS AND REPRESENTATIONS

Municipality and Consultant entered into a Professional Services Agreement (Agreement), by which both Parties established the terms and conditions for service delivery on July 11, 2017; and

Parties hereto now desire to amend the Agreement as set forth herein; and

NOW, THEREFORE

Agreement is hereby amended as set forth below; and

A. Agreement, Exhibit B, 1. Fee Schedule shall be replaced with and read in its entirety as follows:

1. **FEE SCHEDULE**

- ✓ Municipality and Consultant will review the Municipal Fee Schedule and valuation tables annually to discuss making adjustments to reflect increases in the costs incurred by Consultant to provide Services.
- ✓ Beginning January 01, 2022 and annually thereafter, the hourly rates listed shall be increased based upon the annual increase in the Department of Labor, Bureau of Labor Statistics or successor thereof, Consumer Price Index (United States City Average, All Items (CPI-U), Not Seasonally adjusted, All Urban Consumers, referred to herein as the “CPI”) for the Municipality or, if not reported for the Municipality the CPI for cities of a similar size within the applicable region from the previous calendar year, such increase, however, not to exceed 4% per annum. The increase will become effective upon publication of the applicable CPI data. If the index decreases, the rates listed shall remain unchanged.
- ✓ Consultant fees for Services provided pursuant to this Agreement will be as follows:

Service Fee Schedule:	
Building Official Services	\$15,000 per month
Building Inspection Services	\$70.00 per hour – forty (40) hour weekly minimum
Mechanical Inspection Services	\$70.00 per hour
Electrical Inspection Services	\$70.00 per hour
Plumbing Inspection Services	\$70.00 per hour
Plan Review Services - excludes engineer review fees	\$95.00 per hour – one (1) hour minimum
Structural Engineering Plan Review	\$150.00 per hour – one (1) hour minimum – requires prior approval from both Parties
Review of changes to approved plans	\$95.00 per hour – one (1) hour minimum
After Hours/Emergency Inspection Services	\$100.00 per hour – two (2) hour minimum
Re-Inspection Fee	\$50.00 per violation
Code Enforcement Services	\$55.00 per hour – one (1) hour minimum
Rental Inspection Services	\$55.00 per hour – one (1) hour minimum
Time tracked will start when Consultant checks in at the Municipality to receive inspections.	
Rates are all inclusive – no separate billing for mileage, vehicle expenses or material will be sent.	
As-Requested Planning & Zoning Fees (Municipality is not required to utilized Consultant):	
Consultation on an as-needed basis will be provided at the hourly rates listed below. Hourly rates do not include reimbursable expenses such as: travel costs (airfare, auto expenses, lodging, and meals), mileage, long-distance phone calls, web conference charges, copying, document reproduction, postage or overnight mail, photography, map reproduction and materials. Those expenses are invoiced at documented cost.	

Planning Manager	\$144.00 – one (1) hour minimum
Principal Planner	\$115.00 – one (1) hour minimum
Senior Planner	\$105.00 – one (1) hour minimum
Project Planner II	\$95.00 – one (1) hour minimum
Project Planner I	\$70.00 – one (1) hour minimum
Intern	\$45.00 – one (1) hour minimum
Administrative Assistant	\$40.00 – one (1) hour minimum

B. Agreement, Exhibit A, List of Services, shall be amended to exclude As-Requested Permit Technician Services. Consultant will no longer provide permit technician services to the Municipality.

C. Section 29. LIMITS OF LIABILITY shall be part of Agreement terms as follows:

EXCEPT ONLY AS MAY BE EXPRESSLY SET FORTH HEREIN, CONSULTANT EXPRESSLY DISCLAIMS ANY AND ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OPERATION, PERFORMANCE, ACCURACY, OR NON-INFRINGEMENT. IN NO EVENT SHALL CONSULTANT OR MUNICIPALITY BE LIABLE TO ONE ANOTHER FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, RELIANCE, EXEMPLARY, OR SPECIAL DAMAGES INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOST PROFITS, LOST REVENUES, LOST DATA OR OTHER INFORMATION, OR LOST BUSINESS OPPORTUNITY, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, INDEMNITY, NEGLIGENCE, WARRANTY, STRICT LIABILITY, OR TORT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING THE FAILURE OF ESSENTIAL PURPOSE OF ANY REMEDY OTHER THAN WITH RESPECT TO PAYMENT OF OBLIGATIONS FOR SERVICES. EXCEPT WITH RESPECT TO PAYMENT OBLIGATIONS, IN NO EVENT SHALL THE LIABILITY OF MUNICIPALITY OR CONSULTANT UNDER THIS AGREEMENT FROM ANY CAUSE OF ACTION WHATSOEVER (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER LEGAL THEORY, AND WHETHER ARISING BY NEGLIGENCE, INTENDED CONDUCT, OR OTHERWISE) EXCEED THE GREATER OF THE AMOUNT OF FEES PAID TO CONSULTANT PURSUANT TO THIS AGREEMENT OR THE AVAILABLE LIMITS OF CONSULTANTS INSURANCE (SUCH LIMITS DEFINE MUNICIPAL MAXIMUM LIABILITY TO THE SAME EXTENT AS IF MUNICIPALITY HAD BEEN OBLIGATED TO PURCHASE THE POLICIES).

All other provisions of the original Agreement shall remain in effect, to the extent not modified by Amendment.

IN WITNESS HEREOF, the undersigned have caused this Amendment to be executed in their respective names on the dates hereinafter enumerated.

Thomas P. Wilkas, CFO
SAFEbuilt Michigan, LLC

Date

Signature
City of Ferndale, Michigan

Date

Name & Title
City of Ferndale, Michigan

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF FERNDAL, MICHIGAN
AND SAFEbuilt MICHIGAN, LLC**

This Professional Services Agreement ("Agreement"), is entered into by and between the City of Ferndale, Michigan, ("Municipality") and SAFEbuilt Michigan, LLC, ("Consultant"). The Municipality and the Consultant shall be jointly referred to as the "Parties".

RECITALS

WHEREAS, the Municipality is seeking a consultant to perform the services listed in Exhibit A – List of Services, ("Services"); and

WHEREAS, Consultant is ready, willing, and able to perform the Services.

NOW THEREFORE, for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Municipality and Consultant agree as follows:

1. SCOPE OF SERVICES

Consultant will provide the Services to the Municipality using qualified professionals. Consultant will perform Services in accordance with State of Michigan adopted codes and all applicable amendments and ordinances adopted by the Municipality. The professionals employed by the Consultant will maintain current certifications, certificates, licenses as for the services that they provide to the Municipality. Consultant is not obligated to perform services beyond what is contemplated by this Agreement. Consultant will perform work at a level of competency in accordance with industry standards.

2. CHANGES TO SCOPE OF SERVICES

Any changes to Services that are mutually agreed upon between the Municipality and Consultant shall be made in writing which shall specifically designate any changes in compensation for the Services and be made as a signed and fully executed amendment to this Agreement.

3. FEE STRUCTURE

In consideration of the Consultant providing services, the Municipality shall pay the Consultant for the Services performed in accordance with Exhibit B – Fee Schedule for Services.

4. INVOICE & PAYMENT STRUCTURE

Consultant will invoice the Municipality on a monthly basis and provide all necessary supporting documentation. All payments are due to Consultant within 30 days of Consultant's invoice date. The Municipality may request, and the Consultant shall provide, additional information before approving the invoice. When additional information is requested the Municipality will identify specific disputed item(s) and give specific reasons for any request. If additional information is requested, Municipality will submit payment within thirty (30) days of resolution of the dispute.

5. TERM

This Agreement shall be effective on the latest date on which the Agreement is fully executed by both Parties. The initial term of this Agreement shall be twelve (12) months, subsequently, the Agreement shall automatically renew for a twelve (12) month term; unless prior notification is delivered to either Party thirty (30) days in advance of the renewal date of this Agreement. In the absence of written documentation, this Agreement will continue in force until such time as either Party notifies the other of their desire to terminate this Agreement.

6. TERMINATION

Either party may terminate this Agreement, or any part of this Agreement upon ninety (90) days written notice, with or without cause and with no penalty or additional cost beyond the rates stated in this Agreement. In case of such termination, Consultant shall be entitled to receive payment for work completed up to and including the date of termination within thirty (30) days of the termination.

All structures that have been permitted, a fee collected, and not yet expired at the time of termination may be completed through final inspection by the Consultant if approved by the Municipality. Consultant's obligation is met upon completion of final inspection or permit expiration, provided that the work to reach such completion and finalization does not exceed ninety (90) days.

Alternately, the Municipality may exercise the option to negotiate a refund for permits where a fee has been collected but inspections have not been completed. The refund will be prorated according to percent of completed construction as determined by Consultant and mutually agreed upon by all Parties. No refund will be given for completed work.

7. FISCAL NON-APPROPRIATION CLAUSE

Financial obligations of the Municipality payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Municipality, and other applicable law. Upon the failure to appropriate such funds, this Agreement shall be terminated.

8. MUNICIPALITY OBLIGATIONS

The Municipality shall timely provide all data information, plans, specifications and other documentation reasonably required by Consultant to perform Services.

9. PERFORMANCE STANDARDS

Consultant shall use that degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services. Consultant represents and warrants to the Municipality that it will retain employees that possess the licenses, skills, knowledge, and abilities to competently, timely, and professionally perform the Services in accordance with this Agreement.

10. INDEMNIFICATION

To the fullest extent permitted by law, Consultant shall be liable for and shall defend, save, indemnify, and hold harmless the Municipality, its elected and appointed officials, employees and volunteers and others working on behalf of the Municipality, from and against any and all claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities, by reason of personal injury, including bodily injury or death and/or property damage with respect to any third party claim ("Claim(s)") to the extent that any such injury, loss or damage is caused by the negligence of or material breach of any obligation under this Agreement by Consultant or any officer, employee, representative, or agent of Consultant. If either Party becomes aware of any incident likely to give rise to a Claim under the above indemnities, it shall notify the other and both Parties shall cooperate fully in investigating the incident.

11. ASSIGNMENT

Neither party shall assign all or part of its rights, duties, obligations, responsibilities, nor benefits set forth in this Agreement to another entity without the written approval of both Parties; consent shall not be unreasonably withheld. Consultant is permitted to subcontract portions of the Services provided that Consultant give Municipality prior written notice of the persons or entities with which Consultant has subcontracted. Consultant remains responsible for any subcontractor's performance or failure to perform. Subcontractors will be subject to the same performance criteria expected of Consultant. Performance clauses will be included in agreements with all subcontractors to assure quality levels and agreed upon schedules are met.

12. INSURANCE

- A. Consultant agrees to procure and maintain, at its own cost, a policy or policies of insurance sufficient to insure against all liability, claims, demands, and other obligations assumed by the Consultant pursuant to this Agreement. Such insurance shall be in addition to any other insurance requirements imposed by law.
- B. At a minimum, the Consultant shall procure and maintain, and shall cause any subcontractor of the Consultant to procure and maintain, the minimum insurance coverages listed below. Such coverages shall be procured and maintained with forms and insurers acceptable to the Municipality. In the case of any claims-made policy, the necessary retroactive dates and extended reporting periods shall be procured to maintain such continuous coverage.
- C. Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one million dollars (\$1,000,000) bodily injury each accident, one million dollars (\$1,000,000) bodily injury by disease – policy limit, and one million dollars (\$1,000,000) bodily injury by disease – each employee.
- D. Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), blanket contractual, independent Consultant's, and products. The policy shall contain a severability of interest provision, and shall be endorsed to include the Municipality and the Municipality's officers, employees, and consultants as additional insureds.
- E. Professional liability insurance with minimum limits of five million dollars (\$5,000,000) each claim and five million dollars (\$5,000,000) general aggregate.
- F. Automobile Liability: If performance of this Agreement requires use of motor vehicles licensed for highway use, Automobile Liability Coverage is required that shall cover all owned, non-owned, and hired automobiles with a limit of not less than \$1,000,000 combined single limit each accident.
- G. The Municipality shall be named as an additional insured on Consultant's Insurance coverage
- H. Prior to commencement of the Services, Consultant shall submit certificates of insurance acceptable to the Municipality.

13. INDEPENDENT CONTRACTOR

The Consultant is an independent contractor, and neither the Consultant, nor any employee or agent thereof, shall be deemed for any reason to be an employee or agent of the Municipality. As the Consultant is an independent contractor, the Municipality shall have no liability or responsibility for any direct payment of any salaries, wages, payroll taxes, or any and all other forms or types of compensation or benefits to any personnel performing services for the Municipality under this Agreement. The Consultant shall be solely responsible for all compensation, benefits, insurance and employment-related rights of any person providing Services hereunder during the course of or arising or accruing as a result of any employment, whether past or present, with the Consultant, as well as all legal costs including attorney's fees incurred in the defense of any conflict or legal action resulting from such employment or related to the corporate amenities of such employment.

14. THIRD PARTY RELIANCE

This Agreement is intended for the mutual benefit of the Parties hereto and no third party rights are intended or implied.

15. OWNERSHIP OF DOCUMENTS

The Municipality shall retain ownership of all work product and deliverables created by Consultant pursuant to this Agreement. All records, documents, notes, data and other materials required for or resulting from the performance of the Services hereunder shall not be used by the Consultant for any purpose other than the performance of the Services hereunder without the express prior written consent of the Municipality. All such records, documents, notes, data and other materials shall become the exclusive property of the Municipality

when the Consultant has been compensated for the same as set forth herein, and the Municipality shall thereafter retain sole and exclusive rights to receive and use such materials in such manner and for such purposes as determined by it. If this Agreement expires or is terminated for any reason, all records, documents, notes, data and other materials maintained or stored in Consultant's secure proprietary software pertaining to the Municipality will be exported into a CSV file and become property of the Municipality.

Upon reasonable prior written notice, the Municipality and its duly authorized representatives shall have access to any books, documents, papers and records of the Consultant that are related to this Agreement for the purposes of audit or examination, other than the Consultant's financial records, and may make excerpts and transcriptions of the same at the cost and expense of the Municipality.

16. CONSULTANT PERSONNEL

Consultant shall employ a sufficient number of experienced and knowledgeable employees to perform the Services in a timely, polite, courteous and prompt manner. Additional staffing resources shall be made available to the Municipality when assigned employee(s) is unavailable. Consultant shall promptly inform the Municipality of any reasonably anticipated or known employment-related actions which may affect the performance of Services.

17. DISCRIMINATION & ADA COMPLIANCE

Consultant will not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, disability, national origin or any other category protected by applicable federal or state law. Such action shall include but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Consultant agrees to post in conspicuous places, available to employees and applicants for employment, notice to be provided by an agency of the federal government, setting forth the provisions of the Equal Opportunity laws. Consultant shall comply with the appropriate provisions of the Americans with Disabilities Act (the "ADA"), as enacted and as from time to time amended, and any other applicable federal regulations. A signed certificate confirming compliance with the ADA may be requested by the Municipality at any time during the term of this Agreement.

18. PROHIBITION AGAINST EMPLOYING ILLEGAL ALIENS:

Consultant is registered with and is authorized to use and uses the federal work authorization program commonly known as E-Verify. Consultant's federal work authorization user identification number is 254821; authorization date of September 23, 2009. Consultant shall not knowingly employ or contract with an illegal alien to perform work under this Agreement and will verify immigration status to confirm employment eligibility. Consultant shall not enter into an agreement with a subcontractor that fails to certify to the Consultant that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Consultant is prohibited from using the E-Verify program procedures to undertake pre-employment screening of job applicants while this Agreement is being performed.

19. SOLICITATION/HIRING OF CONSULTANT'S EMPLOYEES

During the term of this Agreement and for one year thereafter, Municipality shall not solicit, recruit or hire, or attempt to solicit, recruit or hire, any employee or former employee of Consultant who provided services to Municipality pursuant to this Agreement ("Service Providers"), or who interacted with Municipality in connection with the provision of such services (including but not limited to supervisors or managers of Service Providers, customer relations personnel, accounting personnel, and other support personnel of Consultant). The Parties agree that this provision is reasonable and necessary in order to preserve and protect Consultant's trade secrets and other confidential information, its investment in the training of its employees, the stability of its workforce, and its ability to provide competitive building department programs in this market. If any provision of this section is found by a court or arbitrator to be overly broad, unreasonable in scope or otherwise unenforceable, the Parties agree that such court or arbitrator shall modify such provision to the minimum extent necessary to render this section enforceable.

20. NOTICES

Any notice under this Agreement shall be in writing, and shall be deemed sufficient when directly presented in person or sent pre-paid, first class United States Mail, addressed as follows:

If to the Municipality:	If to the Consultant:
Jordon Twardy, CED Director City of Ferndale 300 East Nine Mile Road Ferndale, MI 48220	Gregory Toth, CRO SAFEbuilt, LLC 3755 Precision Drive, Suite 140 Loveland, CO 80538

21. FORCE MAJEURE

Any delay or nonperformance of any provision of this Agreement by either Party (with the exception of payment obligations) which is caused by events beyond the reasonable control of such party, shall not constitute a breach of this Agreement, and the time for performance of such provision, if any, shall be deemed to be extended for a period equal to the duration of the conditions preventing such performance.

22. DISPUTE RESOLUTION

In the event a dispute arises out of or relates to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation, before resorting to arbitration, litigation, or some other dispute resolution procedure.

23. ATTORNEY'S FEES

In the event of dispute resolution or litigation to enforce any of the terms herein, each Party shall pay all its own costs and attorney's fees.

24. AUTHORITY TO EXECUTE

The person or persons executing this Agreement on behalf of the Consultant represents and warrants that he/she/they has/have the authority to so executed this Agreement and to bind the Consultant to the performance of its obligations hereunder.

25. GOVERNING LAW AND VENUE

This Agreement shall be construed under and governed by the laws of the State of Michigan and all services to be provided will be provided in accordance with applicable federal, state and local law, without regard to its conflict of laws provisions.

26. COUNTERPARTS

This Agreement and any amendments may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. For purposes of executing this Agreement, scanned signatures shall be as valid as the original.

27. WAIVER

Failure to enforce any provision of this Agreement shall not be deemed a waiver of that provision. Waiver of any right or power arising out of this Agreement shall not be deemed waiver of any other right or power.

28. ENTIRE AGREEMENT

This Agreement, along with attached exhibits, constitutes the complete, entire and final agreement of the Parties hereto with respect to the subject matter hereof, and shall supersede any and all previous communications, representations, whether oral or written, with respect to the subject matter hereof. Invalidity of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

IN WITNESS HEREOF, the undersigned have caused this Agreement to be executed in their respective names on the dates hereinafter enumerated.

City of Ferndale, Michigan


Signature

Name David Coulter

Title Mayor

Date: 7 / 10 / 17

SAFEbuilt Michigan, LLC


Signature

Name Gregory Toth

Title CRO

Date: 07 / 11 / 17

EXHIBIT A – LIST OF SERVICES

1. LIST OF SERVICES

Consultant will perform services using State of Michigan Act 54 registered professionals.

Building Official Services

- ✓ Manage and help administer the department and report to the Municipalities designated official
- ✓ Be a resource for Consultant team members, Municipal staff, and applicants
- ✓ Help guide citizens through the complexities of the codes in order to obtain compliance
- ✓ Monitor changes to the codes including state or local requirements and determine how they may impact projects in the area and make recommendations regarding local amendments
- ✓ Oversee our quality assurance program and will make sure that we are meeting our agreed upon performance measurements and your expectations
- ✓ Provide training for our inspectors on Municipality adopted codes and local amendments as needed
- ✓ Main point of contact from Consultant for the Municipality and coordinate with other departments
- ✓ Oversee certificate of occupancy issuance to prevent issuance without compliance of all departments
- ✓ Attend staff and council meetings as mutually agreed upon
- ✓ Responsible for reporting for the Municipality – frequency and content to be mutually agreed upon
- ✓ Responsible for client and applicant satisfaction
- ✓ Work with Municipal staff to establish and/or refine building department and rental housing processes
- ✓ Provide Building Code interpretations for final approval
- ✓ Issue stop-work notices for non-conforming activities – as needed

Building, Plumbing, Mechanical and Electrical Inspection Services

- ✓ Consultant utilizes an educational, informative approach to improve the customer's experience.
- ✓ Perform consistent code compliant inspections to determine that construction complies with approved plans and/or applicable codes and ordinances
- ✓ Meet or exceed agreed upon performance metrics regarding inspections
- ✓ Provide onsite inspection consultations to citizens and contractors while performing inspections
- ✓ Return calls and emails from permit holders in reference to code and inspection concerns
- ✓ Identify and document any areas of non-compliance
- ✓ Leave a copy of the inspection ticket and discuss inspection results with site personnel

Plan Review Services

- ✓ Provide plan review services electronically or in the traditional paper format
- ✓ Review all plans, ensuring they meet adopted building codes and local amendments and/or ordinances
- ✓ Determine type of construction, use and occupancy classification using certified plans examiner
- ✓ Be a resource to applicants on submittal requirements and be available throughout the process
- ✓ Work with other departments on the concurrent review process
- ✓ Be available for pre-submittal meetings as warranted
- ✓ Be a resource for team members and provide support to field inspectors as questions arise in the field
- ✓ Coordinate plan review tracking, reporting, and interaction with applicable departments
- ✓ Provide feedback to keep plan review process on schedule
- ✓ Interpret legal requirements and recommend compliance procedures as well as address any issues by documented comment and correction notices
- ✓ Return a set of finalized plans and all supporting documentation
- ✓ Provide review of plan revisions and remain available to applicant after the review is complete

As-Requested Code Enforcement Services

- ✓ Customize our approach at the direction of Municipal Council/Board and staff
- ✓ Proactively work with the Municipality and its citizens to maintain a safe and desirable community
- ✓ Respond to and investigate code violations – typically within 48 hours
- ✓ Post violation notices and provide initial citizen notifications and follow-up inspections
- ✓ Provide monthly written reports that include digital photos of violations and action taken
- ✓ Prepare cases for court appearances, provide presentations and attend meetings as needed
- ✓ Participate in educational activities and customer service surveys related to code enforcement
- ✓ Provide statistical, narrative and detailed recap reports within agreed upon frequencies

As-Requested Rental Housing/Property Maintenance Services

- ✓ Customize our approach at the direction of Municipal Council/Board and staff
- ✓ Help manage the program in addition to providing inspections
- ✓ Accept and review application forms and determine compliance with requirements
- ✓ Inspect dwellings, dwelling units, and property to ensure compliance with ordinance requirements
- ✓ Issue documentation for dwellings, dwelling units, and properties found to be in compliance
- ✓ Provide documentation for dwellings, dwelling units and property in violation of requirements
- ✓ Provide rental inspection services as called for by ordinance or state law, whichever has jurisdiction
- ✓ Attend meetings as requested
- ✓ Provide statistical, narrative information and detailed reports within agreed upon frequencies
- ✓ Answer questions over the phone or to walk in customers

As-Requested Permit Technician Services

- ✓ Provide qualified individual to perform the functions of this position with a minimum lead time notification of forty-eight (48) hours from the Municipality

As-Requested Planning/Zoning Consultation Services

Consultant shall provide planning and zoning consultation on an as-needed basis. Specific projects will be provided at a by project rate; as specific projects are requested by the Municipality project specific pricing will be determined and mutually agreed upon by both Parties. Specific services may include:

- ✓ Review of zoning applications and site plans
- ✓ Preparation of staff reports and recommendations to planning commission and elected officials
- ✓ Administration of zoning code
- ✓ Meetings with applicants
- ✓ Training programs for Planning Commission and Appeals Board
- ✓ Preparation of zoning code amendments
- ✓ Updates to the zoning code and other land development regulations
- ✓ Preparation of new master plan
- ✓ Preparation of special studies (subarea plans, corridor studies, etc.)

Reporting Services

We will work to develop a reporting schedule and format that meets your needs. We can provide monthly, quarterly, and annual reports summarizing activity levels; adherence to our performance metrics; and other items that are of special interest to you.

2. MUNICIPAL OBLIGATIONS

- ✓ All fees will be collected by the Municipality
- ✓ Municipality shall provide Consultant with a list of requested inspections and supporting documents
- ✓ Municipality will intake permits, plans and related documents for pick up by Consultant
- ✓ Municipality will provide codes books for front counter use (Consultant will provide code books for Consultant team members)
- ✓ Office space, desk, desk chairs, file cabinets, local phone service, internet, use of copier and fax

Emergency Response Services

In cases of natural disaster, Consultant will provide emergency disaster response. This response will consist of a rapid assessment of the structural integrity of damaged buildings using appropriate forms. The purpose of these evaluations is to determine whether damaged or potentially damaged buildings are safe for use, or if entry should be restricted or prohibited. Consultant will post the structure with the appropriate placard and coordinate any disaster or emergency response with the appropriate local, state or federal agency. Consultant will track all hours and expenses for reimbursement from federal agencies if appropriate.

3. TIME OF PERFORMANCE

Services will be performed during normal business hours excluding Municipal holidays.

- ✓ Building Official will be on-site Monday through Thursday weekly and will be available on Friday when activity warrants – forty (40) hours weekly
- ✓ Inspectors will be available Monday through Thursday and dispatched on an as-needed basis
- ✓ Plans Examiners will be available Monday through Thursday and dispatched on an as-needed basis
- ✓ Permit Technician will be dispatched on an as-requested basis with forty-eight (48) hour lead time
- ✓ Consultants representative will be available by cell phone and email
- ✓ Consultants representative will meet with the public as needed

Deliverables			
INSPECTION SERVICES	Perform inspections called in by 4:00 pm the next business day		
TWO HOUR INSPECTION WINDOW	Provide a two-hour window of time that the permit holder can expect to have their inspection performed – Upon request only		
MOBILE RESULTING	Provide our inspectors with field devices to enter results immediately		
PRE-SUBMITTAL MEETINGS	Provide pre-submittal meetings to applicants		
PLAN REVIEW TURNAROUND TIMES	Provide comments within the following timeframes: Day 1 = first full business day after receipt of plans and all supporting documents		
	<u>Project Type:</u>	<u>First Comments</u>	<u>Second Comments</u>
	✓ Single-family within	5 business days	5 business days or less
	✓ Multi-family within	10 business days	5 business days or less
	✓ Small commercial within (under \$2M in valuation)	10 business days	5 business days or less
	✓ Large commercial within	15 business days	10 business days or less
APPLICANT SATISFACTION	Put a survey in place that allows applicants to provide feedback on their experience throughout the process		

EXHIBIT B -- FEE SCHEDULE FOR SERVICES

1. FEE SCHEDULE

Consultant fees for Services provided pursuant to this Agreement will be as follows:

Service Fee Schedule:	
Building Official Services	\$15,500 per month
Inspection Services	80% of Municipal fee as established by ordinance
Plan Review Services - excludes engineer review fees	80% of Municipal fee as established by ordinance
Structural Engineering Plan Review	\$150.00 per hour - one (1) hour minimum - requires prior approval from both Parties
Review of changes to approved plans	\$95.00 per hour - one (1) hour minimum
After Hours/Emergency Inspection Services	\$100.00 per hour - two (2) hour minimum
Re-Inspection Fee	\$50.00 per violation
Permit Technician Services	\$40.00 per hour - eight (8) hour minimum with forty-eight (48) lead time
Code Enforcement Services	\$55.00 per hour - one (1) hour minimum
Rental Inspection Services	\$55.00 per hour - one (1) hour minimum
Time tracked will start when Consultant checks in at the Municipality to receive inspections.	
Rates are all inclusive - no separate billing for mileage, vehicle expenses or material will be sent.	
As-Requested Planning & Zoning Fees (Municipality is not required to utilize Consultant):	
Consultation on an as-needed basis will be provided at the hourly rates listed below.	
Specific projects will be provided at a by project rate; as specific projects are requested by the Municipality project specific pricing will be determined and mutually agreed upon by both Parties.	
Planning Manager	\$144.00 - one (1) hour minimum
Principal Planner	\$115.00 - one (1) hour minimum
Senior Planner	\$105.00 - one (1) hour minimum
Project Planner II	\$95.00 - one (1) hour minimum
Project Planner I	\$70.00 - one (1) hour minimum
Intern	\$45.00 - one (1) hour minimum
Administrative Assistant	\$40.00 - one (1) hour minimum
1.	Hourly rates are subject to change at the beginning of each calendar year to cover cost of living adjustments.
2.	The hourly rates above include costs of salary with a multiplier for costs such as office space, administrative staff, equipment, training, insurance, and benefits. Travel time to meetings and time at meetings is billed on an hourly basis.
3.	Hourly rates do not include reimbursable expenses such as: travel costs (airfare, auto expenses, lodging, and meals), mileage, long-distance phone calls, web conference charges, copying, document reproduction, postage or overnight mail, photography, map reproduction and materials. Those expenses are invoiced at documented cost.