

**INTERLOCAL AGREEMENT BETWEEN
THE CITY OF STERLING HEIGHTS AND
THE CITY OF ROCHESTER HILLS
FOR PLAN REVIEW AND INSPECTION SERVICES**

This Interlocal Agreement (the "Agreement") is made and entered into on April____, 2012, between the City of Rochester Hills (referred to as "Rochester Hills" or a "Party") and the City of Sterling Heights (referred to as "Sterling Heights" or a "Party").

A. The State of Michigan "Still-Derossett-Hale Single State Construction Code Act," Act 230 of 1972, establishes regulations, through the Michigan Building Code, for building construction and safety.

B. The State of Michigan "Building Officials and Inspectors Registration Act," Act 54 of 1986 ("Act 54"), establishes regulations for the registration of building officials, plan reviewers and inspectors.

C. 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.

D. Rochester Hills and Sterling Heights have qualified Act 54 plan reviewers and registered inspectors available to perform plan reviews and inspections, and Rochester Hills and Sterling Heights have a mutual need for these services.

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

THEREFORE, for mutual consideration hereinafter stated, Rochester Hills and Sterling Heights agree as follows:

I.

COMMENCEMENT DATE

The commencement date of this Agreement shall be _____, 2012.

II.

TERM

The initial term of this Agreement shall be a twelve (12) calendar month period beginning on the commencement date of the Agreement, and ending on _____. Thereafter, upon mutual agreement of the parties, this Agreement may be extended or renewed, unless terminated earlier by either Rochester Hills or Sterling Heights as set forth in Article V below.

III.

SCOPE OF SERVICES

Rochester Hills and Sterling Heights agree to assist each other in providing plan review and inspection services subject to the following conditions:

A. 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 in accordance with the Implementation Outline [including the Procedure for Requesting Help and Inspector Responsibilities (collectively referred to as the Implementation Outline’)] set forth on Exhibit A.

B. Rochester Hills and Sterling Heights shall provide to each other on an “as needed”, “as available” basis, plan reviews or inspections by state registered plan reviewers or inspectors.

C. Rochester Hills and Sterling Heights shall perform plan reviews or inspections as scheduled and requested by the other party, during normal business hours, subject to the availability of Rochester Hills’ and Sterling Heights’ staff, it being understood and acknowledged by Rochester Hills and Sterling Heights that the plan review and inspection requirements in their respective communities shall take precedence.

D. Rochester Hills and Sterling Heights agree that all plan review and inspection work shall be performed in a competent, professional manner in compliance with all applicable state and local statutes, codes and regulations. The plan reviewers and inspectors shall apply and enforce the laws of the community where the property is located which is the subject of the plan review or inspection.

E. The implementation of this Agreement shall be in accordance with the terms of the Implementation Outline. The Shared Contacts Lists for Rochester Hills and Sterling Heights shall be in accordance with attached respective Exhibits B and C.

IV.

PAYMENT

This is a mutual aid agreement. There will be no compensation required from either party unless the hours of service provided become unbalanced as noted below. The hours of service shall be based on the time expended by the plan reviewer or inspector in performing the plan review or the inspection beginning at the time of arrival for the first inspection or plan review and ending at the time of departure from the last inspection or plan review of the day. Travel time between plan reviews or inspections shall be chargeable. Travel time to the first plan review or inspection of the day in the other community or from the last plan review or inspection of the day in that community to the employer community of the plan reviewer or inspector shall not be chargeable.

The hours of plan review and inspection services provided as a mutual aid shall be balanced subject to disparities in work load. Each party shall provide and exchange an itemized report to the other every six (6) months indicating the hours of service provided with time increments of no less than one quarter hour. If the hours of service reported by one party exceed the hours provided by the other by more than 50 hours, the party providing any hour of service over 50 shall be compensated by the other at a rate of \$75.00 per hour within thirty (30) days of the reports. The payments shall be made to the respective parties at the address set forth in Section VII.

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 as set forth in Section VII below. 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 compensation owing for unbalanced hours in excess of 50 hours shall be paid as provided in Section IV. Rochester Hills or Sterling Heights may terminate this Agreement immediately in the event an inspector employed by the other party commits misfeasance, malfeasance or other improper conduct in performing services in either community.

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 Rochester Hills and Sterling Heights 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 Rochester Hills and Sterling Heights, 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. Rochester Hills and Sterling Heights agree that at all times and for all purposes under the terms of this Agreement, Rochester Hills' relationship to Sterling Heights, and Sterling Heights' relationship to Rochester Hills, shall be that of an independent contractor. Each community shall be responsible for payment of all compensation and fringe benefits, any mileage reimbursement, etc. of its own plan reviewers and inspectors. No liability, right or benefit arising out of any employer/employee relationship, either express or implied, shall arise or accrue to Rochester Hills or Sterling Heights as a result of this Agreement. Rochester Hills and Sterling Heights 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 Rochester Hills or Sterling Heights under this Agreement. Nothing in this Agreement shall make any employee of either community an employee of the other community.

Liability and Indemnification. Rochester Hills and Sterling Heights 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, Rochester Hills shall hold harmless, indemnify and defend Sterling Heights 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 Rochester Hills or its officials, officers, directors, employees, agents or volunteers. To the extent permitted by law, Sterling Heights shall hold harmless, indemnify and defend Rochester Hills 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 Sterling Heights or its officials, officers, directors, employees, agents or volunteers. The provisions of this Article shall survive expiration or termination of this Agreement.

Insurance. Rochester Hills and Sterling Heights shall each be responsible for maintaining liability insurance covering their respective activities under 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 Rochester Hills and Sterling Heights.

Permits and Licenses. Rochester Hills and Sterling Heights 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.

Notice of Claims. Rochester Hills and Sterling Heights agree that each shall promptly deliver to the other written notice and copies of any claims, complaints, charges, or any other accusations or allegations of negligence or other wrongdoing, whether civil or criminal in nature that the other Party becomes aware of and which involves its personnel furnishing services under this Agreement. Unless otherwise provided by law and/or the Michigan Court Rules, the parties agree to cooperate with one another in any investigation conducted by the other Party of any acts or performances of any services under this Agreement.

Notices. Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid to the respective party as follows:

If to Rochester Hills:

City of Rochester Hills
1000 Rochester Hills Drive
Rochester Hills, MI 48309
Attention: Mayor

With a copy to:

John Staran
Hafeli, Staran, Hallahan & Christ, P.C.
4190 Telegraph Road, Suite 3000
Bloomfield Hills, MI 48302

If to Sterling Heights:

City of Sterling Heights
40555 Utica Road
P.O. Box 8009
Sterling Heights, MI 48311
Attention: City Manager

With a copy to:
Clark A. Andrews
O'Reilly Rancilio P.C.
12900 Hall Road, Suite 350
Sterling Heights, MI 48313

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.

Non-Exclusive Arrangement. This Agreement shall be a non-exclusive arrangement for the provision of plan review and inspection services on an interlocal agreement basis. Neither community shall be barred from entering into similar agreements with other communities.

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 Rochester Hills shall be Scott Cope, Building Director, and the primary contact person for Sterling Heights shall be Mike Viazanko, Building Official.

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 Rochester Hills, a Michigan
municipal corporation

By: _____
Bryan K. Barnett
Mayor

Date: _____

[Signatures of Sterling Heights officials follow on next page]

City of Sterling Heights, a Michigan
municipal corporation

By: _____
Richard J. Notte, Mayor

And

By: _____
Walter C. Blessed, City Clerk

Date: _____

EXHIBIT A



IMPLEMENTATION OUTLINE

The interlocal agreement to share Building Department services will be implemented as outline below:

1. Each community will designate two (2) people as main contacts for requesting services.
2. Each community will be provided all appropriate contact information for all staff that will be involved in the agreement.
3. Each community's HR Department will develop ID tags with names and pictures for each inspector.
4. Inspectors will use the vehicle assigned by their community while performing inspection in the other community.
5. Magnetic city/township logos will be installed on vehicles when in the other community.
6. ID tags and magnetic logos will be kept secure and provided to inspectors on the day of the inspection request.
7. Each community will provide an ample supply of correction notices, red tags, green tags, etc.
8. Chargeable time will start upon arrival at the first inspection and end at the time of departure from the last inspection.
9. Each community will provide the other with three (3) folders containing contact information, maps, procedures, checklists, and other pertinent information.
10. Each community will provide qualifications for all inspectors involved outlining work history, years of experiences, professional certifications, education, etc.
11. Training will be provided for all inspectors so they understand each community's inspection procedures. This will be accomplished by having inspectors from each community ride with each other in their respective communities.



PROCEDURE FOR REQUESTING HELP

1. Call one of the designated people with as much advance notice as possible.
2. The designated person will evaluate the work load in their community and determine if they are able to help. It being understood that each community will put aside non-essential inspections to help each other.
3. Once confirmed, the community requesting help will send BS &A/Equalizer inspection requests by email to the designated person.
4. The designated person will print out the inspection requests and give them to the inspector along with a folder, ID tags, and magnetic logo.



INSPECTOR RESPONSIBILITIES

1. The inspector will follow the procedures outlined for performing inspections in the community and use the appropriate notification materials provided.
2. The inspector will track their time on their daily log. Time changeable under the agreement starts upon arrival at the first inspection and ends at the time of departure from the last inspection.
3. Once the inspector completes their inspections for the day they will report back to their building department. There is no need to report in at the other communities building department.
4. Back at their building department, the inspector will scan and email correction notices and inspection requests to the designated person. They will also note the number of hours to be charged in the email based on their time as noted in item # 2 above.

EXHIBIT B



CITY OF ROCHESTER HILLS
BUILDING DEPARTMENT
SHARED SERVICES CONTACT LIST



Main contacts to request services:

Scott Cope, Director

Office: 248-841-2445

Cell: 248-420-2190

Email: cope_s@rochesterhills.org

Kelly Winters, Deputy Director

Office: 248-841-2444

Cell: 248-420-2191

Email: wintersk@rochesterhills.org

Inspectors:

Gary Lund, Building Inspector

Office: 248-841-2432

Cell: 248-420-2199

Tim Hollis, Building Inspector

Office: 248-841-2436

Cell: 248-420-2197

Mark Vecellio, Electrical Inspector

Office: 248-841-2433

Cell: 248-420-2198

Ron Dreher, Plumbing/Mechanical Inspector

Office: 248-841-2447

Cell: 248-420-1161

Dan Foley, Plumbing/Mechanical Inspector

Office: 248-841-2443

Cell: 248-420-2213

Customer Service Staff:

Lisa Knudsen, Office Coordinator

Office: 248-656-4615

Shane Rudolph, Customer Service Clerk

Office: 248-656-4615

Building Department Information:

Building Department

City of Rochester Hills

1000 Rochester Hills Dr.

Rochester Hills, MI 48309

Phone: 248-656-4615

Fax: 248-656-4623

Inspection Request Line: 248-656-4619

EXHIBIT C



CITY OF STERLING HEIGHTS
BUILDING DEPARTMENT

SHARED SERVICES CONTACT LIST

Main contacts to request services:

Michael Viazanko, Building Official
Office: 586-446-2361
Cell: 810-343-6635
Email: mviazanko@sterling-heights.net

Kim Stulz, Management Assistant
Office: 586-446-2385
Email: kstulz@sterling-heights.net

Inspectors:

Tim Berger, Building Inspector
Office: 586-446-2362
Cell: 810-343-6616
Email: tberger@sterling-heights.net

Rick Thomas, Electrical Inspector
Office: 586-446-2381
Cell: 810-343-6623
Email: rthomas@sterling-heights.net

Sam Attalah, Mechanical Inspector
Office: 586-446-2363
Cell: 810-343-6613
Email: sattalah@sterling-heights.net

Todd Quertermous, Building Inspector
Office: 586-446-2374
Cell: 586-615-5884
Email: tquertermous@sterling-heights.net

Dave Bean, Plumbing Inspector
Office: 586-446-2378
Cell: 810-343-6618
Email: dbean@sterling-heights.net

Brian Hartner, Building Inspector
Office: 586-446-2367
Cell: 810-343-6619
Email: bhartner@sterling-heights.net

Customer Service Staff:

Kim Stulz, Management Assistant
Office: 586-446-2385
Email: kstulz@sterling-heights.net

Jaki Romanchuk, Clerk Typist
Office: 586-446-2366
Email: jromanchuk@sterling-heights.net

Building Department Information:

City Development
City of Sterling Heights
40555 Utica Road
Sterling Heights, MI 48311

Phone: 586-446-2360
Fax: 586-276-4061
Inspection Request Line: 586-446-2377
www.sterling-heights.net