

**INDEPENDENT CONTRACTOR AGREEMENT BETWEEN CITY OF BUCHANAN**

**&**

**TODD HERTER INSPECTIONS, LLC**

**WHEREAS, City of Buchanan("COB") intends to contract with Todd Herter Inspections, LLC (Independent Contractor, "IC") for the performance of certain tasks:**

**Building Official, Building Inspector, Plan Reviewer**

**WHEREAS, the IC's principal place of business is located at the following address:**

**53722 Indian Lake Road, Dowagiac, MI 49047 (Cass County).**

**WHEREAS, the "COB" office is located at the following address:**

**302 N Redbud Trail, Buchanan, MI (Berrien County).**

**WHEREAS, the IC declares that they are engaged in an independent business and has complied with all federal, state, and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under this agreement:**

**WHEREAS, the IC declares that they are engaged in the same or similar activities for other municipalities and that the COB is not the IC's sole and only client or customer.**

**THEREFORE, IN CONSIDERATION OF THE FOREGOING REPRESENTATIONS AND THE FOLLOWING TERMS AND CONDITIONS, THE PARTIES AGREE:**

**I. SERVICES TO BE PERFORMED:**

**The COB engages the IC to perform the following:**

- 1.** The IC is currently registered and shall maintain registration in applicable categories as a Building Official, Building Inspector, and Plan Reviewer, as required by the Michigan Building Officials and Inspectors Registration Act, PA 407 of 2016-Article 10.
- 2.** The IC shall provide its own transportation for inspections done within the jurisdiction of COB.
- 3.** The IC shall provide a telephone number, answering service, or machine for inspection requests and code related questions.
- 4.** The IC may elect to receive inspection requests via email or text.
- 5.** The IC shall address all inspection requests within 24 hours (up to three 8-hour working days) excluding weekends and holidays.

- 6.** The IC to provide all documents to the COB which is required under record retention guidelines to be retained by the Authority Having Jurisdiction as defined in applicable statutes, ordinances, codes, and standards.
- 7.** The IC may be called on behalf of COB as an expert witness and shall assist the city Attorney and/or Prosecuting Attorney as necessary to prepare documentation and offer testimony. In the event IC has to go to court on behalf of COB, IC will be compensated at \$100/hour, plus \$30 for travel expenses.
- 8.** The IC shall provide and be responsible for its own instructions, training, and other behavioral conditions applicable to IC status.
- 9.** The IC shall maintain total financial control of its business and services except for those areas specifically identified and agreed to herein.
- 10.** The IC is free to seek other business opportunities and COB shall not regulate or control similar services of the independent contractor.
- 11.** The IC shall not be provided employee benefits such as health insurance, pension plan, vacation pay, or sick pay.
- 12.** IC shall carry worker's compensation insurance and provide proof of same, upon request.
- 13.** IC shall maintain general liability insurance and the policy shall be in the minimum amount of \$1,000,000.00.
- 14.** The IC and the COB shall agree on all terms for this agreement, which may only be changed upon written agreement of both parties.
- 15.** Any "just cause" termination provision of adopted and/or referenced codes shall not apply to the IC and COB relationship.
- 16.** The IC shall perform timely plan reviews and determine application status within time limits specified in MCL125.1511 of the Stille-DeRossett-Hale Single State Construction Code Act, Act 230 of 1972, as amended.
- 17.** IC may elect to have plan reviews of construction documentation performed by others in accordance with applicable statutes, ordinances, and rules, at COB expense.

- 
- 18.** Permit applications shall be distributed through the city offices and shall be reviewed by IC as required in Section 11(1) of the Act (Stille-DeRossett-Hale Single State Construction Code Act, Act 230 of 1972 as amended).
  - 19.** Building permits shall be signed, and issued, by the IC.
  - 20.** IC shall be responsible for notifying permit holder and other parties of interest, of inspection results which will include at a minimum the date the inspection was performed, type of inspection, results of inspection, and true signature of the inspector performing the inspection.
  - 21.** IC should leave an inspection result sticker for each completed inspection at the jobsite and provide COB with corresponding paperwork, in a timely manner.
  - 22.** Violation notices, suspension, revocation or cancelling of a building permit shall be initiated through the enforcing agency. IC shall provide all documentation necessary to process violation notices and other documentation as required by the enforcing agency in applicable public acts, statutes, rules, and ordinances.
  - 23.** IC shall have access to, and be represented by, the COB attorney whenever necessary in performing duties on behalf of the COB, at the expense of COB.
  - 24.** IC compensation shall be at \$100/hour for office hours and \$100 per inspection performed. IC will submit an invoice for payment at the end of each month. COB will remit payment to IC within 5 business days after approval of bills and claims.
  - 25.** IC will maintain a schedule of office hours on Wednesdays from Noon to 2pm and will perform inspections as required.

I. INSTRUMENTALITIES:

The COB will make available basic office space, IT and IT support, and supplies to IC for purposes of performing contracted services. All such office space and supplies remain the property of the COB. Any item IC purchases, or provides, will remain property of IC.

III. GENERAL SUPERVISION

The IC retains the right to control or direct the way in which the services described herein are to be performed, according to state requirements. IC shall report to the authority identified by the city and the COB retains the right to generally supervise IC's activities to ensure conformity with that specified, herein.

IV. NO PAYROLL OR EMPLOYMENT TAXES.

No payroll or employment taxes of any kind shall be withheld or paid with respect to payments to IC. The payroll or employment taxes that are subject of this paragraph include but are not limited to FICA, federal personal income tax, state personal income tax, state disability insurance tax, and state unemployment insurance tax.

V. NO WORKERS' COMPENSATION.

No workers' compensation Insurance has been or will be obtained by the COB on the account of IC or IC'S employees.

VI. TERMINATION.

This agreement shall remain in effect and may not be terminated earlier (except for cause) without 5 business days prior written notice from one party to the other.

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 202\_\_, at City of Buchanan, County of Berrien, Michigan

CITY OF BUCHANAN:

BY: \_\_\_\_\_ TITLE \_\_\_\_\_

INDEPENDENT CONTRACTOR:

\_\_\_\_\_  
TODD A HERTER OF TODD HERTER INSPECTIONS, LLC