

## **AGREEMENT TO PROVIDE BUILDING INSPECTION SERVICES**

This Agreement (this “Agreement”) is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2024, by and between the Charter Township of Orion (the “Township”), located at 2323 Joslyn Road, Lake Orion, MI 48360, and the Village of Lake Orion (the “Village”), located at 21 East Church Street, Lake Orion, MI 48362. It is the intent of the parties that the Township shall provide services of its Building Official and Building Inspectors, as necessary, to the Village to execute the needs of the Village.

**NOW, THEREFORE**, based upon the terms and conditions set forth herein and in consideration of the mutual promises and assurance provided herein, the Parties do hereby agree as follows:

1. The Township hereby agrees to provide property owners/developers within the Village the same building inspection services as are provided to property owners/developers in the Township.
2. An applicant requesting any type of building permit (building, electrical, mechanical, plumbing) for a property located within the Village shall submit the necessary application to the Township Building Department.
3. The Township shall accept all building permits for Village projects and immediately forward applications to the Village. Fees collected by the Township for Village projects will be paid to the Village within 30 days of receipt of the fees by the Township. The Village shall notify the Township Building Department upon its granting of approval for an Application governed by this Agreement.
4. The Village shall review received applications to ensure compliance with the Zoning Ordinance requirements of the Village. If variances are needed, they must be obtained from the Village before the approval is forwarded to the Township. The Village may charge a fee for this Zoning Ordinance compliance review.
5. The Township Building Department shall process the application from the Village in the same manner that applications for properties located in the Township are processed. The Township shall charge an applicant from the Village the same permit fees as are charged to an applicant from the Township. The Township will retain one hundred (100%) percent of the fee.
6. All inspections shall be scheduled through and performed by State certified inspectors employed by the Township. The Village agrees that any person

who contacts the Village requesting an inspection will be immediately referred to the Township. The Village at no time shall schedule or indicate the ability to schedule an inspection.

At any time building inspection services are being provided by the Township to properties within the Village, the inspector shall be considered an agent of the Village and shall have full authority to act on its behalf. The Village represents and warrants that it has taken all action necessary to grant Township Agents the authority to provide the services set forth under this Agreement.

7. Each party shall be responsible for any claims made against that party and for the acts of its respective officers, officials and employees. For any claims that may arise from the performance of this Agreement, each party shall seek its own legal representation and bear the costs associated with such representation including any attorney fees. Except as otherwise provided in this Agreement, none of the parties shall have any right under any legal principle to be indemnified by either of the other parties or any of the other parties' respective officers, officials, or employees in connection with any claim. For purposes of this paragraph, the term "claims" shall mean and include any alleged losses, claims, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, liability, penalties, litigation, costs and/or expenses of any kind which are imposed upon, incurred by, or asserted against a party.

Nothing in this Agreement is intended, nor shall it operate, to diminish, delegate, divest, impair, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, capacity, immunity or character of office including, but not limited to, governmental immunity on behalf of the parties to this Agreement or any of their respective employees, appointees, officials or agents.

The Township hereby certifies that any Building Official or Inspector performing inspection services under this Agreement shall be fully competent under the laws of the State of Michigan and shall acknowledge and understand the rules and regulations of any building, electrical, mechanical, and/or plumbing code including the State Construction Code pursuant to which he is issuing permits and conducting inspections.

8. To ensure proper and adequate enforcement of its Property Maintenance Ordinance, the Village may employ the services of the Township Building Official or his designee. The fee for this service shall be as set forth on Exhibit A of this Agreement. The fee may be adjusted on an annual basis effective January 1 of each calendar year following sixty (60) days' notice by the Township to the Village. The services provided

shall be performed during customary working hours. The Township shall provide a monthly written report by the 15<sup>th</sup> of the following month detailing the status of all Ordinance enforcement actions regarding property maintenance.

- 9. The Township shall provide to the Village a monthly written report by the 15<sup>th</sup> of the following month detailing the permits, by type, issued, the inspections, by type, made, and the addresses for which temporary or permanent Certificates of Occupancy have been issued.
- 10. The Township agrees to enforce the Village's Floodplain Ordinance when issuing building permits and performing inspection services.
- 11. The Township grants the Village access to Township Building Department B S&A software services for the purpose of facilitating building permits, inspections, and related administrative tasks. ~~The Village agrees to pay an annual fee of \$500.00 for each user granted access to Building Department B S&A services. The first payment shall be due upon execution of this Agreement. Subsequent payments for BS&A usage shall be due and payable on January 1 of each calendar year.~~
- 12. This agreement shall be effective upon approval by the Bureau of Construction Codes of the State of Michigan in accordance with the provisions of the State Construction Code or such subsequent date as shall be mutually agreed upon by the Township and the Village. This Agreement shall be open ended and may be terminated by either party with ninety (90) days written notice to other party by certified mail at the following addresses:

Supervisor  
Charter Township of Orion  
2323 Joslyn Road  
Lake Orion, MI 48360

Village Manager  
Village of Lake Orion  
21 East Church Street  
Lake Orion MI, 48362

- 13. Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, shall be settled either by commencement of a suit in Oakland County Circuit Court, the 52-3 District Court or by arbitration. If both parties elect to have the dispute resolved by arbitration, it shall be settled pursuant to Chapter 50 of the Revised Judicature Act for the State of Michigan and administered by the American Arbitration Association with one arbitrator being used, or three arbitrators in the event any party's claim exceeds \$1,000,000. Each party shall bear its own costs and expenses and an equal share of the arbitrator's and administrative fees of arbitration. Such arbitration shall qualify as statutory arbitration pursuant to MCL §600.5001

et seq., and the Oakland County Circuit Court or any court having jurisdiction shall render judgment upon the award of the arbitrator made pursuant to this Agreement. The laws of the State of Michigan shall govern this Agreement, and the arbitration shall take place in Oakland County, Michigan. In the event that the parties elect not to have the matter in dispute arbitrated, any dispute between the parties may be resolved by the filing of a suit in the Oakland County Circuit Court or the 52-3 District Court.

**CHARTER TOWNSHIP OF ORION**

**VILLAGE OF LAKE ORION:**

By: \_\_\_\_\_  
Chris Barnett  
Its Supervisor

By: \_\_\_\_\_  
Darwin D.P. McClary  
Its Village Manager

\_\_\_\_\_  
Township Building Official

\_\_\_\_\_  
Sonja Stout, Clerk

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

**EXHIBIT A**

When requested by the Village of Lake Orion the following fees shall apply:

1. Inspect unsafe and/or poorly maintained structures and provide a report of findings .....\$75.00 per trade/per inspection
2. Appear in Court .....\$40.00 per hour/per appearance
3. Inspect commercial buildings, when there is a new occupant or change of use to verify that the building meets code.....\$100.00 includes issuance of Certificate of Occupancy
4. Attend Board of Zoning Appeals meetings .....\$200.00 per meeting
5. **Residential Zoning Review for small projects, decks, accessory structures and single family homes.....\$75.00**