



PROTECTING QUALITY OF LIFE
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Alliance Code Enforcement LLC

CONTRACT
FY 2025 - 2026

STATE OF NORTH CAROLINA

COUNTY OF ROWAN

AGREEMENT for CODE
ENFORCEMENT
SERVICES

This Service Contract has been entered into between the Town of Landis and Alliance Code Enforcement LLC is effective on the 1st day of JULY 2025.

RECITALS:

WHEREAS, the Town Board of the Town of Landis, North Carolina has adopted various long-range, comprehensive plans; and

WHEREAS, Quality of Life is a focus issue of the Town's plans and a core measure of the Town's health and well-being; and

WHEREAS, Planning, Community Appearance and Nuisance Abatement are key components of quality of life; and

WHEREAS, the Town Board has determined that Alliance Code Enforcement LLC is qualified to undertake said professional services.

NOW, THEREFORE, in consideration of the RECITALS set forth above, the parties hereby agree to the following:

TERMS:

This contract is valid for the Town of Landis from the above effective date, through June 30, 2026. This contract will automatically renew at the end of the term unless a modified contract is adopted by agreement of both parties or it is decided by a thirty-day written notice not to renew the contract. If documented unsatisfactory service is made by either party, a meeting will be held with the Town Manager, to discuss the issues and how best to rectify them. If further unsatisfactory service persists, the contract may be ended by either party with a thirty-day written notice. This contract may also be cancelled at any time for any reason by the Town of Landis with a 30-day written notice and an early termination fee being paid. The early termination fee would consist of being paid in full for any outstanding hours already worked plus first and last month of contract paid.

FEE:

The contracted service will be at the rate of (5 0) fifty dollars per hour and will be for (10) ten hours per week. The hour will be broken into quarter hours. The time spent working will be rounded to the nearest quarter hour (e.g. a conference call takes forty-eight (48) minutes, the time would be rounded down to three-quarters of an hour or forty-five (45) minutes. Equally, if the conference call took fifty-seven (57) minutes, the time would be rounded up to one (1) hour). The hourly cap will never be exceeded unless authorized in writing by the Town Authorized Designee. In certain instances, the hourly cap may not be reached. Any hours not used during a particular month or contract term may be carried over into the next pay period or contract term. Once invoiced, if payment is not made prior to the first day of the following month, a 10% late fee will be incurred.

SERVICE:

Alliance Code Enforcement LLC (ACE) is contracted to act as a Code Enforcement Official for the Town of Landis to enforce all applicable State Statutes, Town of Landis Code of Ordinance and Zoning Code. These services can include, but are not limited to: Abandoned & Junk Vehicle Code, Commercial Maintenance Code, Minimum Housing Code, Remedial Action Code and Nuisance Abatement Code. Alliance Code Enforcement LLC (ACE) shall act as an Official Agent and is granted the authority to conduct Investigations, Official Hearings, Send Official Notices by Mail and/or in Person and Issue Extensions of time for cooperating individuals who are in violation. Alliance

Code Enforcement LLC (ACE) may request the Town of Landis Town Board, or the Town Manager to decide on a specific action to implement with a specific property (e.g., Impose penalties). However, the Town will not direct Alliance Code Enforcement LLC (ACE) in how to best ameliorate code violations. Alliance Code Enforcement LLC (ACE) will do its best to work with Town officials, staff, contractors, and/or other entity to assist and ensure abatement of violations within the Town. Nothing in this paragraph exempts Alliance Code Enforcement LLC (ACE) from state laws prohibiting trespass upon the property of another. Therefore, if entry upon property is not provided by consent, Alliance Code Enforcement LLC (ACE) must seek an administrative warrant through a proper judicial official with jurisdiction over Rowan County. Service of the warrant will be assisted by the appropriate Law Enforcement agency. At no time, will any personnel from Alliance Code Enforcement LLC act or represent themselves as sworn law enforcement officers.

TAXES:

Alliance Code Enforcement LLC (ACE) acknowledges that the Town of Landis has expressly informed them that all remittances of income taxes, self-employment taxes and like taxes, fees and documentation is the sole responsibility of Alliance Code Enforcement LLC (ACE). Upon execution of this Contract, the Contractor will provide the Finance Director with a 1099 form.

BENEFITS/ INSURANCE:

Alliance Code Enforcement LLC (ACE) and its' staff are independent contractors. Under this contract, the Town does not extend any benefits afforded to Town employees to the Contractor or Contractor's employees. Contractor will provide its own insurance as required by law. Contractor will provide the Town with proof of insurance upon request.

NOTICES:

All notices and communications required or permitted by this contract shall be in writing and shall be hand delivered, emailed or by certified mail through the United States Postal Service with a return receipt requested. Addressed to the following:

Alliance Code Enforcement LLC

Brandon T. Emory

Alliance Code Enforcement LLC

PO Box 363 Welcome, NC 27374

E-mail: Info@AllianceCodeEnforcement.com

INDEMNIFICATIONS:

The provisions of this contract shall not require Alliance Code Enforcement LLC (ACE) to defend, indemnify or save harmless the Town of Landis against liability for damages arising out of bodily injury to persons or damage to property proximately caused by or resulting from the negligence, in whole or part, of the Town of Landis, its' officials or employees. Alliance Code Enforcement LLC (ACE) will defend, indemnify and save harmless the Town from and against all charges and costs that arise in any manner from, in connection with, or out of this Contract as a result of any act or omission of the Contractor or anyone directly or indirectly employed by Contractor or anyone for whose acts the Contractor may be liable. "Charges" means claims, fines, penalties, royalties, settlements and expenses (Including without limitation interest and reasonable attorney's fees assessed as a part of any item or charge.) The provisions of this section shall remain in force despite termination of this contract (whether by expiration of the term or otherwise) and termination of the services of the Contractor under this Contract.

SEVERABILITY:

If any provisions of this contract shall be found to be unenforceable, the remainder of this contract shall be enforceable to the extent permitted by law.

LAW & FORUM:

This contract shall be deemed made in Rowan County, North Carolina. This contract shall be governed by and construed in accordance with the law of North Carolina. The exclusive forum and venue for all actions arising out of this contract shall be the North Carolina General Court of Justice in Rowan County. The provisions of this section shall not apply to subsequent actions to enforce a judgment entered in actions heard pursuant to the provision of this section.

NO THIRD PARTY RIGHTS:

This contract is intended for the benefit of the Town of Landis and Alliance Code Enforcement LLC (ACE) and no other person. This contract is not assignable unless first agreed to in writing by both parties.

MODIFICATION:

A modification of this contract is not valid unless signed by both parties and otherwise in accordance with requirements of law. This contract contains the entire agreement between the Town of Landis and Alliance Code Enforcement LLC (ACE) pertaining to the subject matter of this contract. With respect to that subject matter, there are no promises, agreements, conditions, inducements, warranties or understandings, written or oral, expressed or implied, between the parties, other than set forth or referenced in this contract.

IN WITNESS WHEREOF, the Town of Landis and Alliance Code Enforcement L L C (ACE) have caused this contract to be executed under seal by their respective duly authorized agents or officers.

Town of Landis

Sign: _____ Date: _____

Manager, Town of Landis

ATTEST:

Clerk

Seal

Finance

This instrument has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

Date: _____

ALLIANCE CODE ENFORCEMENT LLC

Sign:  Date: 04/07/2025

Brandon T. Emory, President, Alliance Code Enforcement LLC (ACE)