

PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT, entered into this _____ day of June, 2026 by and between the CITY OF LATHRUP VILLAGE, State of Michigan, hereinafter referred to as "City" and McKENNA ASSOCIATES, INC., a Michigan corporation of Northville, Michigan, hereinafter referred to as "Consultant."

NOW, THEREFORE, the parties hereto do mutually agree as follows:

SECTION 1. SCOPE OF SERVICES.

The Consultant shall operate the City's Building Department on behalf of the City and shall assist in the administration and enforcement of all applicable building, trade, and property maintenance codes and ordinances.

The Consultant's responsibilities shall include, but are not limited to:

- A. Providing all required plan reviews prior to the issuance of permits;
- B. Attending and performing required inspections;
- C. Receiving, reviewing, and processing all permit applications;
- D. Issuing permits in accordance with applicable regulations;
- E. Maintaining accurate records of permits, inspections, and code enforcement activities; and
- F. Performing all related services as directed by the City Administration.

The Consultant shall carry out all duties in a professional manner consistent with applicable laws, regulations, and industry standards.

SECTION 2. COMPENSATION AND METHOD OF PAYMENT.

For and in consideration of the faithful and professional performance and delivery of the above services as set forth herein, the City shall pay the Consultant monthly for services pursuant to this agreement within a period of thirty (30) days after receipt from the Consultant of an itemized voucher describing services performed, and when applicable, the time spent in rendering such services, per the schedule below:

- A. The City shall pay the Consultant for the work as described in SECTION 1. SCOPE OF SERVICES eighty (80%) of all Building Department revenue including business license, residential rental inspections, inspections associated with the same business permit, administrative, plan review, registration, and application fees.
- B. The City shall pay the Consultant a monthly retainer in the amount of Four Thousand Two Hundred Fifty Dollars (\$4,250), for Permit Technician/Scheduler on-site services provided for twelve (12) hours each week, to be performed on a mutually agreed-upon schedule.
- C. OPTIONAL SERVICES AS REQUESTED AND APPROVED BY THE CLIENT IN WRITING: The City shall pay the Consultant a monthly retainer in the amount of Seven Thousand Dollars (\$7,000), for Code Enforcement services twenty (20) hours per week.

SECTION 3. CITY DATA AND SERVICES TO BE PROVIDED TO CONSULTANT.

The City shall furnish the following without charge to the Consultant:

- A. Access to and monthly BS&A reporting.
- B. Current copies of applicable ordinances and a current zoning map.
- C. Information available to the City from State, regional, and local data sources.

SECTION 4. SERVICES.

The City hereby engages the services of the Consultant to perform the duties, provide the information, prepare such materials and render such advice as are fully described herein.

SECTION 5. TERM.

This agreement shall continue in effect from the date of execution until such time as there is a ninety (90) day notice of termination by either the City or the Consultant.

SECTION 6. ACCEPTANCE.

Consultant hereby agrees to perform the services described herein.

SECTION 7 - EQUAL EMPLOYMENT OPPORTUNITY

There shall be no discrimination against any employee who is employed in the work covered by this Agreement or against any applicant for such employment because of race, color, religion, sex, national origin, or any reason prohibited by applicable law.

SECTION 8. OWNERSHIP OF DATA.

All reports, charts, maps, and graphics shall become the property of the City, and shall not be furnished to any other party without written permission of the City.

SECTION 9. COMPLIANCE WITH ALL LAWS

In performance of this agreement, the Consultant agrees to comply with all applicable federal, State and local statutes, ordinances and regulations, when applicable, including minimum wages, Social Security, unemployment compensation insurance, and Worker’s Compensation, and to obtain any and all permits applicable to the performance of this agreement.

SECTION 10. NO CONFLICT OF INTEREST.

During the term of this contract, the Consultant agrees that it shall not accept employment, nor shall it perform services for or on behalf of any client whose interests are adverse to that of the City, or for which a conflict between the City and Consultant would be created, without the prior written consent of the City.

SECTION 11. NO-HIRE CLAUSE

The City agrees that human resources are a valuable asset to Consultant. During the term of this agreement and for a period of two (2) years from the date of cessation of the working relationship with McKenna, the City shall not employ any of the current employees or Consultants of McKenna.

IN WITNESS WHEREOF, the City and Consultant have executed this Agreement the day and year first above written.

WITNESS:

CITY OF LATHRUP VILLAGE, MICHIGAN

By: _____

By: _____

McKENNA

By: _____

John R. Jackson, AICP, President