

AGREEMENT

THIS AGREEMENT, made this _____th day of _____ between the VILLAGE OF WESLEY HILLS, 432 Route 306, Wesley Hills, NY 10952, hereinafter referred to as “VILLAGE” and FUSCO ENGINEERING & LAND SURVEYING, P.C., 233 East Main Street, Middletown, New York 10940, hereinafter referred to as “CONTRACTOR”:

WITNESSETH:

WHEREAS, the VILLAGE and the CONTRACTOR wish to enter into an Agreement for the purpose of providing the VILLAGE with Code Enforcement Services for the Village of Wesley Hills, New York.

NOW THEREFORE; BE IT RESOLVED, that the parties hereto mutually agree as follows:

GENERAL: The VILLAGE hereby hires and retains FUSCO ENGINEERING & LAND SURVEYING, D.P.C. to provide Code Enforcement Services to and for the Village of Wesley Hills. The purpose of the Contract is to outline the understanding of the parties related to the services to be performed by CONTRACTOR and on behalf of the VILLAGE.

1. The term of this agreement shall be for August 2023 through August 2024, unless otherwise amended pursuant to the terms herein or unless otherwise terminated; and
2. This agreement shall terminate in the month on which the Agreement is set to expire unless renewed by the parties in writing on or before July 31st, in the year of said Agreement is scheduled to expire; and
3. Either party to this agreement may terminate same upon thirty (30) days written notice sent by certified Mail, Return Receipt Requested. In the event of such early termination of the Agreement, CONTRACTOR shall be paid for all work, property authorized and completed as of the date of termination; and
4. CONTRACTOR shall provide the VILLAGE with proof of Professional Liability Insurance \$1,000,000 - \$2,000,000 coverage for all work performed on behalf of the Village relative to design projects. Contractors not to be considered employees of the Village but as officers of the Village taking the oath of office to sign official documents.
5. It is understanding of the parties of this Agreement that CONTRACTOR has not requested and will not require health insurance coverage from the VILLAGE for any staff providing services to the VILLAGE nor request or be provided with any type of employee benefits.
6. Village to provide Fusco Engineering and Land Surveying, P.C. and contractor’s Code Enforcement Officers (Alfred A. Fusco, Jr., P.E., CEO, Daniel Dodd, CEO, Alfred A. Fusco III, CEO and Yuri

Badovich, CEO, Mark Mazan, CEO, Chris Watson, CEO, NICET, Christopher Fratto, CEO) will provide public officers liability insurance coverage for work as Code Enforcement Officers.

7. The relationship of contractor to the Village shall be one of independent contractor.
8. Village to provide vehicle or pay IRS mileage for work within Village limits.

BUILDING DEPARTMENT AND CODE ENFORCEMENT;

1. The VILLAGE shall pay the CONTRACTOR a monthly fee of \$125.00 per hour (see Schedule A) for plan reviews and comment letters. CONTRACTOR shall provide Building Inspector Services and Code Enforcement Officer Services as same are defined and set forth in the Zoning Law of the Village of Wesley Hills and any revision thereof as requested by the Mayor. Duties to include conducting fire inspections, rental inspections and building inspections as required.
2. CONTRACTOR shall provide a Certified Building Inspectors, to provide Building Inspection Services for all new projects within the boundaries of the Village of Wesley Hills and also to perform Code Enforcement Services on a written per-complaint basis. Contractor will only have certified persons doing any work requiring such certification or trainees who are in line for certification.
3. Village to allow Code Enforcement Officers 24-hours annually for required training; and
4. The VILLAGE shall provide CONTRACTOR with suitable office space along with the clerk.
5. The VILLAGE, via a designated Village Employee or official other than contractor, shall collect all fees for the services performed; and

SCHEDULE A

| | |
|--------------------------|---------------------------------|
| CODE ENFORCEMENT REVIEWS | \$ 125.00/hour |
| COURT | \$ 125.00/hour |
| FIRE CALLS | \$ 125.00/hour (4 hour minimum) |