

## PLUMBING OFFICIAL AGREEMENT

This Agreement entered into this \_\_1<sup>st</sup>\_\_ day of \_\_January\_\_, 2022\_ between Michigan Township Services, Allegan, Inc., a Michigan Corporation of 111 Grand Street, Allegan, Michigan 49010, hereinafter referred to as the "Company", and Geneva Township, Van Buren County, 62127 CR 380, MI 49013 hereinafter referred to as the "Township".

WITNESSETH:

WHEREAS, the Township has appointed a Plumbing Official to enforce and administer the duly adopted construction codes within the Township,

WHEREAS, this individual having accepted such appointment and is qualified to perform such functions through State registration, training, and experience; and

WHEREAS, the company has the technical expertise and facilities to assist the code officials and the Township in the effective administration of such construction codes,

NOW, THEREFORE, IN CONSIDERATION OF THE PREMISES AND THE COVENANT AND CONDITIONS HEREAFTER CONTAINED, IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. The Township hereby retains the Company to provide technical and consultation services to assist the Township and the aforesaid public officials in the performance of said Officials' duties and responsibilities within the Township for compliance with the State Construction Codes enforced by the Township, and in issuing permits thereunder.
2. The Company shall provide complete compensation and payroll services for said officials, the Township shall have no responsibility for any expenses of such officials for workers compensation insurance, unemployment insurance, health and/or accident insurance, public liability insurance, or for any withholding for social security, federal or state income taxes or otherwise.
3. The Company shall provide an office for said public officials, complete with competent clerical staff for effective execution of their responsibilities and maintenance of public records as required by the duties of the code official. The office and public records will be open to the public during normal business hours.
4. The Company shall maintain a toll-free phone line for the use of the public in obtaining information and requesting required inspections.
5. The Company shall provide to the Township a monthly report of all permits issued by

the code official, inspections performed by the code official, and monies collected on behalf of the Township. Said report shall include the name and address of the party who received the permit, the property it applies to, the amount of the permit fee, and when the permit is issued.

6. The Company shall provide all training required for code officials to maintain state registration under Public Act 54.

7. In consideration for services rendered in accordance with this Agreement, the Township agrees that the company shall retain 90% of fees collected for permits issued by said officials in the course of administration of the electrical code of the State of Michigan at the fee schedule duly adopted by the Township. The Company shall deliver to the Township 10% of fees collected on a monthly basis.

8. The code official, while acting for the Township, shall not thereby be rendered liable personally, and is hereby relieved from all personal liability for any damage accruing to persons or property as a result of any act required or permitted in the discharge of official duties. Any suit instituted against the code officials because of an act performed by the code officials in the lawful discharge of duties shall be defended by the legal representative of the Township until final termination of the proceedings. The code officials or any subordinate shall not be liable for costs in any action, suit or proceeding instituted in pursuance of the provisions of the ordinance; and the code officials or any subordinate, acting in good faith and without malice, shall be free from liability for acts performed under any of its provisions or by reason of any act or omission in the performance of official duties in connection therewith.

9. This agreement may be terminated by either party on forty-five (45) days notice to the other party. All such notices shall be by certified mail or delivered personally. It is understood that the Township records and equipment will be returned upon termination of this contract.

IN WITNESS WHEREOF the parties hereto have executed this Agreement by authority of their respective governing boards or other designated controlling authority the day and date first above written.

Signed in the presence of:

Geneva Township, Van Buren County

  
Nancy Wbaley, Township Supervisor

Michigan Township Services, Allegan Inc.

  
Daniel J. Poll, Managing Director