

**INTERGOVERNMENTAL AGREEMENT FOR  
ELECTRICAL MECHANICAL AND PLUMBING  
PLAN REVIEW AND INSPECTION SERVICES**

The Agreement entered into this 6th day of August 2010, between the City of East Lansing, a Michigan home rule city whose address is 410 Abbot Road, East Lansing, Michigan 48823 (the "City"), and the Charter Township of Meridian, a Michigan municipal corporation whose address is 5151 Marsh Road, Okemos, Michigan, 48864 (the "Township").

WHEREAS, the City and the Township, pursuant to Act 7 of 1951, being MCL 124.501 et seq., and Act 230 of 1972, being MCL 125.1501, may enter into an agreement to provide enforcement of the State Construction Code; and

WHEREAS, the City and the Township have individually adopted the State Construction Code and have each assumed responsibility for enforcement within their respective jurisdictions pursuant to MCL 125.1509; and

WHEREAS, the City and the Township believe it is in the best interest of each municipality, and therefore desire, to enter into an agreement for electrical, mechanical and plumbing plan reviews and inspection functions of the State Construction Code.

NOW THEREFORE, the parties agree as follows:

1. Services to be Performed. The Township and City agree that the Township will use City inspectors to perform plan reviews and inspections for electrical, mechanical and plumbing as mandated by the State Construction Code consistent with the following:
  - a. The Township shall make direct contact with the City inspectors regarding services. The inspectors will respond to a request for an inspection within 24 hours from the time they receive the request from the Township to make an inspection, excluding weekends and holidays on which Township offices are closed or on those occasional days when inspectors are schedule for training.
  - b. Inspectors shall perform all services for the Township in accordance with the applicable professional standards and in a manner consistent with the standard level of skill and care in the construction code industry. The City represents and warrants to the Township that its inspectors have the capability, experience and certification required to perform the services contemplated by the Agreement consistent with such standards.
  - c. Inspectors shall perform all inspections in accordance with the Michigan Electrical, Mechanical, and Plumbing Codes and applicable regulations and laws.
  - d. The Township shall hold the City harmless for inspections done by parties other than City inspectors prior to the effective date of this Agreement.
2. Assurance of Services. For the duties specified in Section 1, Services to be Performed, the Township agrees to compensate the City at a rate of 50% of all electrical, mechanical and plumbing fees collected by the Township. The Township agrees to use the City's fee schedule as may be amended from time to time to

determine electrical, mechanical and plumbing plan review, permits and inspection fees as long as such fees are reasonably related to the cost for such acts or services

3. Inspectors. The City shall assure that the City's inspectors, listed in Exhibit A attached hereto and made a part hereof, will be the only inspectors to perform pursuant to this Agreement, and will perform the services in this Agreement in the manner aforementioned. However, the City may in the absence of City inspectors, use alternative inspectors, only with prior approval of the Township Manager or the Manager's designee. Alternative inspectors shall be held to the same terms and conditions contained in this Agreement as are applied to City inspectors.
4. City Employee. All inspectors supplied to the Township by the City shall remain at all times solely the agent or employee of the city and not the Township. Nothing in this Agreement shall be construed such that either party shall be an employee, agent or partner of the other. Except as otherwise stated in this Agreement, the City shall remain solely responsible for the payment of all wages, fringe benefits, disability payments, and charges to be made for equipment, supplies and materials used or expended by the inspector while rendering assistance under this Agreement. This includes, but is not limited to travel to and from City and Township locations.
5. Terms of Payment. The Township shall compensate the City on a quarterly basis.
6. Tools, Equipment and Expenses. The City shall supply all tools and equipment which are necessary in order for its inspectors to furnish the agreed upon services. The City shall be responsible for all expenses incurred by its inspectors while performing services pursuant to this Agreement. The Township shall supply all other materials needed by an inspection
7. Litigation. The City shall allow its inspectors to appear as a witness in legal proceedings as necessary.
8. Excluded Services. The following services are excluded from the scope of this agreement:
  - a. Court-related enforcement activities for violation of the State Construction Code.
  - b. Deposition appearances, or work done in cooperation with the Township official who is investigating or prosecuting violations of the State Construction Code.
  - c. Any work or services not required by the State Construction Code.
  - d. Any inspections or enforcement of the Township Rental Housing Code ordinance.
  - e. Any inspections required by the Township fire department.
  - f. Any quality of workmanship inspections requested by the Michigan Department of Labor and Economic Growth.
  - g. Any contractor licensing investigation for compliance with Michigan Department of Labor and Economic Growth licensing law.

h. Any proceedings before the Township Building Board of Appeals.

However, the City will make its inspectors available for such services at an agreed upon rate or charge to be negotiated at the time they should occur.

9. Hold Harmless. Except as set forth in Paragraph 1(d) (above) to the fullest extent permitted by law, the City agrees to defend, indemnify and hold the Township harmless from any and all liability arising out of or in any way related to City inspector's performance of services during the term of the Agreement, including any liability resulting from intentional or reckless acts.
10. Municipal Authority. This Agreement shall not be construed to restrict or limit the authority of either the City or the Township in performing any official power or duty as authorized by law.
11. Term. This Agreement shall become effective when signed by both parties and shall be for a term of one (1) year beginning August 9, 2010 and ending August 9, 2011. This Agreement shall be automatically renewed for like successive periods unless the same is terminated as set forth herein. This Agreement may be terminated for any reason, by either the City or the Township, upon ninety (90) days advance written notice to the City's Manager or the Township's Manager.
12. Complete Agreement. The Agreement contains the entire agreement between the City and Township with respect to the Township's use of City inspectors and it supersedes any prior oral or written understandings or agreements.
13. Applicable Law. Both the City and the Township shall comply with all applicable laws in performing services called for under this Agreement. This Agreement shall be construed in accordance with the laws of the State of Michigan.
14. Notices. Service of any notices given hereunder will be complete upon personal delivery or if sent by certified mail to the Township, or to the City, at the addresses set forth above; further, service of any notice served by mail shall be effective upon the date on which such notice is deposited in a receptacles of the United States Postal Service property addressed and with adequate postage fully prepaid.
15. Binding Effect. All of the covenants and provisions contained herein shall extend to and be binding upon the respective successors, legal representatives, and permitted assigns of the parties hereto; provided, however, that in no event shall the duties and responsibilities of the inspector, as described herein, be assigned to any other individual or entity, nor shall the benefits to be received by the Township or City hereunder be paid or extended to any other individual or entity without the written consent of both of the parties of this Agreement.
16. Conflict of Interest. The City agrees that it presently has no interest and shall not acquire any interest direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The City further agrees that in the performance of this Agreement, no persons having any such interest shall be employed. If the City discovers such a conflict, the City must immediately notify the Township. Selection of an alternative inspector shall be governed by Paragraph 3 (above).

17. Waiver. Any waiver, modification, alternation or amendment of this Agreement shall not be effective unless it is in writing and signed by both parties.
18. Governmental Immunity. By signing this Agreement, neither the City nor the Township waives its governmental immunity nor any defenses available to it or its elected or appointed officers, employees or volunteers under Michigan law.
19. Authorization. The person signing this Agreement on behalf of the parties certify by their signatures that they are duly authorized to sign on behalf of said parties and that this Agreement has been authorized by said parties.
20. Severability. If any provision of this Agreement is invalid or unenforceable, it shall be ineffective only to the extent of such invalidity without invalidating the remainder of such provision or the remaining provisions of this Agreement, and the other provisions hereof shall be liberally construed to effectuate the purpose and intent of this Agreement.
21. No Third-Party Beneficiaries. This Agreement shall not confer any rights or remedies upon any third party other than the parties in this Agreement and their respective successors and assignees.

IN WITNESS THEREOF, the parties hereto have executed this Agreement effective as of the date and year first written above.

WITNESS:

CITY OF EAST LANSING

Laurie Utbomen

By: Theodore J. Staton  
Theodore J. Staton, City Manager

WITNESS:

CHARTER TOWNSHIP OF MERIDIAN

Mark Keselbach

By: Gerald J. Richards  
Gerald J. Richards, Township Manager

APPROVED AS TO FORM:

Andria M. Ditschman (P48247)  
Charter Township of Meridian Attorney



**CITY OF EAST LANSING**  
The Home of Michigan State University

Electrical and Plumbing and Mechanical Inspectors

The following persons are in the employ of the City of East Lansing to perform inspections as noted:

E. Scott Weaver      Electrical Inspector and plan reviewer  
BCC registration number 4448  
Electrical contractor license 6106231  
ICC Certified Commercial and Residential Electrical Inspector

John M. Gross      Plumbing and Mechanical inspector and plan reviewer  
BCC registration number 4929  
Plumbing Master License 8107626  
Mechanical Master License 7109111  
ICC Certified Commercial and Residential Plumbing Inspector  
ICC Certified Commercial and Residential Mechanical Inspector

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Howard Asch

Director, Code Enforcement and Neighborhood Conservation