



February 12, 2020

Council Meeting of February 18, 2020

Subject: Rental Inspection Agreement Renewal

The Honorable Mayor
and
Members of the City Council

Ladies and Gentlemen:

The rental inspection program agreement with Muskegon Township expires on February 22, 2020. After consulting with representatives from Muskegon Township and our Building Division staff, it is my recommendation to renew the agreement with Muskegon Township for an additional three-years beginning February 23, 2020 and ending February 23, 2023.

Attached is a resolution for City Council's consideration to approve a three-year renewal to the rental inspection agreement with Muskegon Township.

Respectfully Submitted,

Mark C. Meyers
City Administrator

MCM/rlg
Attachment

| | | | | | |
|---|--------------------------------------|-------------------------------------|-------------------------------------|------------------------------------|-----------------------------------|
| Administration/City Clerk (231) 798-4391 | Assessing Division (231) 799-6806 | Building Division (231) 799-6801 | Finance/Treasurer (231) 799-6805 | Fire Prevention (231) 799-6809 | Fire Department (231) 798-2255 |
| Parks/Recreation (231) 799-6802 | Planning/Zoning (231) 799-6800 | Police Department (231) 733-2691 | Public Works (231) 799-6803 | Streets Division (231) 798-2156 | Water/Sewer (231) 799-6804 |

RESOLUTION

WHEREAS, the City of Norton Shores has contracted with Muskegon Township for a three-year period from February 2017 to February 2020 for the implementation of a rental inspection program pursuant to the City's Rental Ordinance;

WHEREAS, the City and Township are interested in renewing the existing agreement for an additional three years from February 2020 through February 2023;

NOW, THEREFORE, BE IT RESOLVED that the Norton Shores City Council hereby approves the contract renewal with Muskegon Charter Township for the provision of rental inspection services pursuant to the City's Rental Ordinance and authorizes the Mayor and City Clerk to execute a three (3) year contract renewal.

At a regular meeting of the City Council of the City of Norton Shores, held at the Norton Shores Branch Library, 705 Seminole Road, on the 18th day of February 2020, the foregoing resolution was moved for adoption by Council Member _____. The motion was supported by Council Member _____.

Ayes:

Nays:

Shelly Stibitz, City Clerk



Internal Memo

February 12, 2020

To: Mark Meyers, City Administrator
From: Robert Gagnon, Fire Chief
Subject: Rental Inspection Contract Renewal

As you know, we are in the last year of a three year rental inspections services contract with Muskegon Township. The current contract expires on February 22, 2020. I've spoken with representatives from Muskegon Township and they are interested in renewing the contract for another three years. I've spoken to our staff and they feel Muskegon Township has done a very good job with executing the program with only minor issues that have since been addressed.

I am recommending a three year contract renewal be presented to City Council at the upcoming February 18th City Council meeting.

Please contact me if you have any questions.

**MUSKEGON CHARTER TOWNSHIP
RENTAL INSPECTION SERVICES
CONTRACT RENEWAL**

This agreement for professional services ("Agreement") is entered into by the City of Norton Shores, 4814 Henry St., Norton Shores, MI 49441 ("City") and Muskegon Charter Township, 1990 Apple Ave, Muskegon, MI 49442 ("Township"). City, and Township are individually referred to as "Party" and may be collectively referenced as the "Parties".

RECITAL AND REPRESENTATIONS

WHEREAS, the City, as the recognized enforcing agency, has the responsibility under State laws to adopt local ordinances and the responsibility to enforce adopted ordinances, and

WHEREAS, the City has adopted a Rental Program Ordinance, and

WHEREAS, the Township has represented to the City that it has substantial knowledge and experience in interpretation and application of the City's adopted Rental Program Ordinance, and

WHEREAS, the Township represents that it has the experience, skill, capability and expertise to perform the services described in this Agreement, and

WHEREAS, the Township desires to assist the City by providing the services described in this Agreement subject to the terms and conditions of the Agreement.

NOW, THEREFORE, be it resolved that in consideration of the benefits and obligations of this Agreement, the Parties mutually agree as follows:

1. AGREEMENT

1.1 Reference to "Township" shall include Township employees, or anyone performing services under this Agreement for the Township.

2. SERVICES

2.1 Services. The Township shall provide the City with the services described in accordance with this agreement and Exhibit A ("Scope of Services").

2.2 Employees. The Township will provide services using their employees and will be under no obligation to use the City's employees.

2.3 Changes to Services. The City may request a change or changes in the Services. Any changes to Services that are mutually agreed upon between the City and the Township shall be made in writing and shall specifically designate any changes in compensation for the Services and be made as an amendment to the Agreement after approval by the City Council, and Township Board. To be effective, any changes must be approved by City Council, and Township Board, and signed by the Township Supervisor, and the City Administrator.

3. COMPENSATION

3.1 Commencement of Services. Following execution of the Agreement by all Parties and on the Effective Date of the Agreement or sixty (60) days after contract award date, whichever is later, the Township shall be authorized to commence performance of the Services subject to the requirements and limitations on compensation as provided by Section 3.2 and its subsections. The Township agrees to update their computer systems as needed, gather all pertinent information from the City, and create documents essential to the program in order to complete implementation of the program and be fully functional for the performance of services under this Agreement.

3.2 Compensation. Projected revenue is based on the number of approximate rental units provided in the Request for Proposals, and the Township collecting 90% of the revenue generated and the City collecting 10%. The Township shall receive payment as specified in Exhibit B.

3.3 Collection of Fees. Township shall collect all rental inspection program fees on behalf of the City.

3.4 Payment Processing. The Township shall submit a Statement of Activity that accounts for rental inspection program activity by the 15th of each month unless otherwise approved by this Agreement. All Statements of Activity shall contain sufficient information to account for all Township charges during the stated period and the total fees collected during the period. The Township will retain ninety percent (90%) of all rental inspection program revenues and remit the remaining 10% of revenues to the City. Remittance shall be accompanied by the Statement of Activity. If there is a dispute, the parties shall use the procedures set out in paragraph 3.5.

3.5 The City's Dispute of Amount of Payment. The City may request additional information from the Township substantiating any and all compensation retained by the Township. When additional information is requested by the City, they shall advise the Township in writing, identifying the specific item(s) that are in dispute and giving specific reasons for any request for information.

4.0 TOWNSHIP'S RESPONSIBILITIES

4.1 The Township shall provide to the City the work telephone numbers of all employees, including any mobile telephones that will be used while performing services under this Agreement. Mobile numbers will be for use by the City staff only. The Township reserves the right to release mobile numbers to the public as warranted.

4.2 The City shall provide copies and amendments of applicable City Code of Ordinances, street maps or other relevant materials to the Township. These Codes of Ordinances, street maps and all other materials shall remain the property of the City and shall be turned into the City at the termination of this Agreement. The Township shall become familiar with those documents and any unusual applications of those documents for City issues. City shall provide upon request such information that the Township, based on The Township's professional experience, should reasonably expect is available and which would be relevant to the performance of the Services.

4.3 The Township shall perform the Services in accordance with this Agreement and shall promptly inform the City concerning ambiguities and uncertainties related to the Township's performance that are not addressed by the Agreement.

4.4 The Township shall employ a sufficient number of employees adequately experienced and knowledgeable to perform the Services in a timely and prompt manner, and such employees shall at all times act in a professional, polite, and courteous manner to all persons regardless of the circumstances.

4.5 The Township shall not allow employees that are convicted of specific crimes to do work in the City. Those crimes include, but are not limited to, fraud, theft, criminal sexual conduct, violent behavior, prostitution, weapons violations, tax evasion, controlled substances, or excessive use of alcohol.

4.6 The Township shall promptly comply with any written City request for the City or any of its duly authorized representatives to reasonably access and review any books, documents, and papers, other than the Township's financial records, that are pertinent to the Township's performance under this Agreement for the purpose of the City performing an audit, examination, or other review of the Services.

4.7 The Township shall comply with all applicable federal, state and local laws, ordinances, regulations, and resolutions.

4.8 The Township shall be responsible, at the Township's expense, for obtaining any educational knowledge, such as ICC certification that is helpful, but not required, to perform the Services. The Township shall supply copies to the City of any certification as requested.

4.9 If requested by the City, the Township shall make the appropriate employees available for court proceeding, as witnesses, expert witnesses or otherwise, instituted by or involving the City in either criminal or civil matters which involve services performed under this Agreement, including but not limited to, appearances at pre-trials, bench trials, jury trial and at all other times requested by the City.

4.10 The Township shall make the appropriate employee(s) available for consultation with the City Planning/Zoning and Development Director and/or the City Attorney, or their designees, to discuss issues regarding litigation and/or matters of interest to the City or the public.

5.0 PERFORMANCE STANDARDS

5.1 In performing the Services, the Township shall use the degree of care, skill, and professionalism ordinarily exercised under similar circumstances by members of the same profession practicing or performing the substantially same or similar services in the State of Michigan. The Township represents to the City that the Township is, and its employees performing such Services are, properly trained for the performance of the Services and employees possess the skills, knowledge, and abilities to competently, timely, and professionally perform the Services in accordance with this agreement.

5.2 In a timely manner, the Township shall inform the City of all oral complaints and submit a copy of all written complaints it receives from third parties against any employee to the City and inform them of any responses to the complaint or of any actions taken.

5.3 The Parties mutually agree that the Township's actions reflect on the reputation of the City. It is imperative to the City that the Township treats the City and the public with the utmost fairness and respect. The Township shall strictly comply with all the terms and conditions set out in this Agreement.

6.0 USE OF CITY SOFTWARE

6.1 The City is licensed to use BS&A software. The City agrees to grant permission to allow the Township to have access to the City's BS&A software/ data, through collaboration with Central Dispatch, as long as that software is only used by the Township to perform the services under this Agreement. The Township acknowledges that permission to access the BS&A software/ data terminates with the termination of these Agreements.

6.1.1 Upon the Township service start date all Rental Program identification numbers will incorporate a prefix that signifies case or registration was generated under this agreement.

7.0 MISCELLANEOUS INVENTORY & SUPPLIES

7.1 The Township shall supply all of its own office supplies and materials, including, but not limited to, postage, paper, envelopes, letterhead and business cards.

8.0 TERM AND TERMINATION

8.1 Term. This Agreement shall be effective on the date it is signed by all parties and shall terminate at the end of the three (3) year period from that date. Thereafter, this Agreement shall be automatically renewed for periods of three (3) years unless either party provides thirty (30) days written notice to the other party of their intent to not renew the contract. This Agreement may also be terminated as provided in paragraph 8.3.

8.2 Continuing Services Required. The Township shall perform the Services in accordance with this Agreement commencing on the Effective Date until such Services are terminated or suspended in accordance with this Agreement.

8.3 Termination. This Agreement may be terminated by either party upon written notice delivered to the other party at least ninety (90) days prior to termination. In the event that either party exercises the right of termination as provided by this paragraph:

8.3.1 The Township shall continue performing work during the ninety (90) day period prior to termination and continue to receive compensation for any services rendered in connection with this Agreement after receipt of a notice of termination; and

8.3.2 All finished or unfinished documents, data, studies and reports prepared by the Township pursuant to this Agreement within the ninety (90) day period prior to termination shall be delivered by the Township to the City and shall become the property of the City ; and

8.3.3 The Township shall submit to the City a final accounting and final invoice of charges for all outstanding and unpaid Services performed during the ninety (90) day period prior to termination and for any additional services authorized to be performed by the notice of termination as provided by Section 9.3. Such final accounting and final invoice shall be delivered to the City within thirty (30) days of the date of termination; thereafter, no other invoice, bill, or other form of statement of charges owing to the Township shall be submitted to or accepted by the City.

8.3.4 Delivery of Notice of Termination. Any notice of termination permitted by this Section 9 and its subsections shall be deemed given as set out in Section 14.13 of this Agreement titled "Notices".

9.0 INSURANCE

9.1 Insurance Generally. The Township shall secure and maintain during the term of this Agreement the following insurance of the kind and the minimum amounts specified as follows:

Worker's compensation insurance to cover obligations imposed by applicable law for any employee engaged in the performance of work under this Agreement, and Employer's Liability insurance with minimum limits of one hundred thousand dollars (\$100,000) each occurrence per each employee.

Commercial general liability insurance with minimum combined single limits of one million dollars (\$1,000,000) each occurrence and two million dollars (\$2,000,000) general aggregate. The policy shall be applicable to all premises and operations. The policy shall include coverage for bodily injury, broad form property damage (including completed operations), personal injury (including coverage for contractual and employee acts), blanket contractual, independent Corporations, an Annual Contract Aggregate Limit endorsement, and products and completed operations.

Comprehensive Automobile Liability insurance with minimum combined single limits for bodily injury and property damage of not less than of One Million Dollars (\$1,000,000.00) each occurrence with respect to each of the Township's owned vehicles assigned to or used in performance of the Services. Such coverage must include all automotive equipment used in the performance of the Agreement, both on the work site and off the work site. Such insurance shall be endorsed to name the Township as Certificate Holder.

Professional Liability (errors and omissions) Insurance with a minimum limit of coverage of One Million Dollars (\$1,000,000) per claim and annual aggregate. Such policy of insurance shall be obtained and maintained for one (1) year following completion of all Services under this Agreement. Such policy of insurance shall be endorsed to include the Township as a Certificate Holder.

9.2 Additional Requirements for All Policies. In addition to specific requirements imposed on insurance by Section 9.1 and its subsections, insurance shall conform to all of the following:

9.2.1 Insurance carried or obtained by the City, its officers, or its employees shall be in excess of and not contributory insurance to that provided by the Township; provided, however, that the City shall not be obligated to obtain or maintain any insurance whatsoever for any claim, damage, or purpose arising from or related to this Agreement

and the Services. The Township shall not be an insured party for any City obtained insurance policy or coverage.

9.2.2 The Township shall be solely responsible for any deductible losses for Required Insurance.

9.2.3 No policy of insurance shall contain any exclusion for bodily injury or property damage arising from completed operations.

9.2.4 Every policy obtained in accordance with Section 9.1 and its subsections shall provide that the City will receive notice no less than thirty (30) days prior to any cancellation, termination, or a material change in such policy.

9.3 Failure to Obtain or Maintain Insurance. The Townships failure to obtain and continuously maintain policies of insurance in accordance with this Section 9 and its subsections shall not limit, prevent, preclude, excuse, or modify any liability, claims, demands, or other obligations of the Township arising from performance of this Agreement. Failure on the part of The Township to obtain and to continuously maintain policies providing the required coverage, conditions, restrictions, notices, and minimum limits shall constitute a material breach of this Agreement upon which the City may immediately terminate this Agreement.

9.4 Insurance Certificates. Upon request from the City, the Township shall submit to the City certificates of insurance for all Required Insurance under Section 9. Insurance limits, term of insurance, insured parties, and other information sufficient to demonstrate conformance with Section 9 and its subsections shall be indicated on each certificate of insurance. The City may request and the Township shall provide within ten (10) business days of such request a current certified copy of any policy of Required Insurance under Section 9 and any endorsement of such policy. The City may, at its election, withhold payment for Services until the requested insurance policies are received and found to be in accordance with the Agreement.

10.0 OWNERSHIP OF DOCUMENTS

10.1 Any work product, materials, and documents produced by the Township pursuant to this Agreement shall be and remain property of the City and shall not be made subject to any copyright unless authorized by the City. The Township hereby assigns to the City the copyright to all works prepared, developed, or created pursuant to the Services outlined in this Agreement, including the rights to: (1) reproduce the work; (2) prepare derivative works; (3) distribute copies to the public by sale, rental, lease, or lending; (4) perform the works publicly; and (5) to display the work publicly. The Township waives its rights to claim authorship of the works, to prevent its name from being used in connection with the works, and to prevent distortion of the works.

Other materials, methodology and proprietary works used or provided by The Township to the City not solely created for and delivered pursuant to the Services outlined in this Agreement shall remain property of the Township and may be protected by a copyright held by The Township, and The Township reserves all rights granted to it by any copyright. The City shall not reproduce, sell, or otherwise make copies of any proprietary or copyrighted material, subject to the following exceptions: (1) for exclusive use internally by City staff and/or employees; or (2) pursuant to a request under the Michigan Freedom of information Act, MCL 15.231 et. seq., or any Federal open records act, to the extent that such statutes apply; or (3) pursuant to law, regulation, or court order. The Township waives any right to prevent its name from being used in connection with the Services.

10.2 The Township will be provided with a copy of the City's Freedom of Information Act ("FOIA") policy. The City is responsible for responses to FOIA requests and The Township shall not directly respond to any third parties regarding any received FOIA requests. Upon receipt of a FOIA request, the Township shall immediately give that request to the City Clerk. The Township shall provide specific information requested by the City for response to the FOIA request by the date and time requested by the City Clerk or in a specific format is so requested by the City Clerk.

10.3 If the Township receives a claim for damages, a Summons or Complaint, a subpoena or other document concerning a request for money damages, a threat of a law suit, or any court action proceeding, the Township shall immediately hand deliver these documents to the City Clerk along with copies of all relevant documents.

11.0 INDEPENDENT CONTRACTOR.

11.1 The Township shall perform the Services as an independent contractor and shall not be deemed by virtue of this Agreement to have entered into any partnership, joint venture, employer/employee or other relationship with the City other than as a contracting party and independent contractor.

12.0 CONFLICT OF INTEREST

12.1 The Township shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for The Township with regard to providing the Services pursuant to this Agreement. The Township shall not offer or provide anything of benefit to any City official or employee that would place the official or employee in a position of violating the public trust as provided under the City Charter, City Code of Ordinance, state or federal statute, case law or ethical principles.

13.0 REMEDIES

13.1 In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the City may exercise the following remedial actions if the Township substantially fails to perform the duties and obligations of this Agreement. Substantial failure to perform the duties and obligations of this Agreement shall mean a significant, insufficient, incorrect, or improper performance, activities or inactions by the Township. The remedial actions include:

13.1.1 Suspend the Township's performance pending necessary corrective action as specified by the City without the Township's entitlement to an adjustment of any charge, fee, rate, price, cost, or schedule; and/or

13.1.2 Withhold payment to the Township until the necessary services or corrections in performance are satisfactorily completed; and/or

13.1.3 Deny payment for those services which have not been satisfactorily performed, and which, due to circumstances caused by The Township, cannot be performed satisfactorily, or are performed outside of the scope of this agreement without prior approval by the City; and/or

13.1.4 Terminate this Agreement in accordance with this Agreement.

The foregoing remedies are cumulative and the City, in its sole discretion, may exercise any or all of the remedies individually or simultaneously.

13.2 In addition to any other remedies provided for in this Agreement, and without limiting its remedies available at law, the Township may exercise the following remedial actions if the City substantially fails to perform the duties and obligations of this Agreement. Substantial failure to perform the duties and obligations of this Agreement shall mean a significant, insufficient, incorrect, or improper performance, activities or inactions by the Township. The remedial actions shall mean: a significant, insufficient, incorrect, or improper performance, activities or inactions by the Township. The remedial actions include:

13.2.1 The Township may suspend its obligations under this agreement until such substantial failure is corrected. Substantial failure shall include any undisputed fee or charge remaining unpaid, unless such fee or charge is remaining unpaid under Section 13.1 and its subsections; and/or

13.2.2 The Township may suspend its obligations under this agreement if, at its sole discretion, the City has taken action or initiated conditions that the Township disputes are within the scope of this agreement; and/or

13.2.3 Terminate this Agreement in accordance with this Agreement

The Township, at its sole discretion, may exercise any or all of the foregoing remedies.

14.0 MISCELLANEOUS PROVISIONS

14.1 No Waiver of Rights. A waiver by any Party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either Party. The City's approval or acceptance of, or payment for, services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Agreement. No covenant or term of this Agreement shall be deemed to be waived by the City except in writing signed by the City Council Board or by a person expressly authorized to sign such waiver by resolution of the City Council Board of the City and any written waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver unless specifically stated.

14.2 No Waiver of Governmental Immunity. Nothing in this Agreement shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to the City, its officials, employees, contractors, or agents, volunteers or any other person acting on behalf of the City and, in particular, governmental immunity afforded or available pursuant to the Michigan Governmental Immunity Act, MCL 691.1401, et. seq.

14.3 Affirmative Action. The Township will not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. The Township will take affirmative action to ensure employees are treated during employment without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

14.4 Binding Effect. The Parties agree that this Agreement, by its terms, shall be binding upon the successors, heirs, legal representatives, and assigns.

14.5 No Third Party Beneficiaries. Nothing contained in this Agreement is intended to or shall create a contractual relationship with, cause of action in favor of, or claim for relief for, any third party, including any agent, sub-consultant or sub-contractor of The Township. Absolutely no third party beneficiaries are intended by this Agreement. Any third-party receiving a benefit from this Agreement is an incidental and unintended beneficiary only.

14.6 Governing Law, Venue, and Enforcement. This Agreement shall be governed by and interpreted according to the law of the State of Michigan. Venue for any action arising under this Agreement shall be in the County of Muskegon. If there is any conflict

between the language of this Agreement and any exhibit or attachment, the language of this Agreement shall govern.

14.7 Survival of Terms and Conditions. The Parties understand and agree that all terms and conditions of the Agreement that require continued performance, compliance, or effect beyond the termination date of the Agreement shall survive such termination date and shall be enforceable in the event of a failure to perform or comply.

14.8 No Assignment. Neither Party shall assign all or part of the rights, duties, responsibilities, obligations, and/or benefits set forth in this Agreement to another party or entity without prior written approval of the Parties.

14.9 Paragraph Captions. The captions of the paragraphs are set forth only for the convenience and reference of the Parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

14.10 Integration and Amendment. This Agreement represents the entire and integrated agreement between the City and the Township, limited to the City's Rental Registration Program, as defined in the Scope of Services, and supersedes all prior negotiations, representations, or agreements, either written or oral, unless specified herein. Any amendments to this must be in writing and be signed by both the City and the Township.

14.11 Severability. Invalidation of any of the provisions of this Agreement or any paragraph sentence, clause, phrase, or word herein or the application thereof in any given circumstance shall not affect the validity of any other provision of this Agreement.

14.12 Incorporation of Exhibits. Unless otherwise stated in this Agreement, exhibits, applications, or documents referenced in this Agreement shall be incorporated into this Agreement for all purposes. In the event of a conflict between any incorporated exhibit and this Agreement, the provisions of this Agreement shall govern and control.

14.13 Notices. Unless otherwise specifically required by a provision of this Agreement, any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the Party to whom such notice is to be given at the address set forth below or at such other address as has been previously furnished in writing, to the other Party. Such notice shall be deemed to have been given when deposited in the United States Mail properly addressed to the intended recipient.

15.0 SPECIAL PROVISIONS

15.1 Indemnification and Hold Harmless. To the fullest extent permitted by law, the Township shall be liable for and shall defend, save, indemnify, and hold harmless the City, its elected and appointed officials, employees and volunteers and others working on behalf of the City, from and against any and all claims, demands, suits, costs (including reasonable legal costs), expenses, and liabilities by reason of personal injury, including bodily injury or death and/or property damage to the extent that any such injury, loss or damage is caused by the negligence or breach of duty of The Township or any officer, employee, representative, or agent of the Township. At no time does the City waive its right to governmental immunity.

15.2 Act of Nature. Neither the Township nor the City shall be liable for any delay in, failure of performance of, or promise contained in this Agreement, nor shall any delay or failure constitute default or give rise to any liability for damages if, and only to extent that, such delay or failure is caused by event that is a result of the elements of nature, act of God, acts of the public enemy, unusually severe weather, fires, floods, to the extent such events were not the result of, or were not aggravated by, the acts or omissions of the non-performing or delayed party.

15.3 Authority. The individuals executing this Agreement represent that they are expressly authorized to enter into this Agreement on behalf of City and the Township and bind their respective entities.

EXHIBIT A: Scope of Services

Administrative Services

- Provide administrative staff
- Answer questions over the phone or to walk in customers at Muskegon Township
- Provide customer service for Rental Program
- Provide ongoing communication as needed
- Provide input, tracking, and reporting
- Upon execution of Agreement service start date, all Rental Program identification numbers will incorporate a prefix that signifies case or registration was generated under this agreement.
- Implement performance measurements to ensure mutually agreed upon service levels
- Review applicable ordinances and provide verbiage to facilitate improvement of content for City
- Work with the City Clerk to facilitate Freedom of Information Act (FOIA) requests
- Attend required meetings as specified in Agreement
- Property Maintenance Code will be enforced with the exceptions of Sections noted in ordinance amendment
- Provide customer service to landlords so they understand the requirements and time frames for becoming compliant
- Document areas of non-compliance using written records, electronic communications, photographs or other appropriate means
- Prepare and maintain all materials for any court action in a form approved by the court.
- Attend court sessions as required by Agreement
- Prepare and maintain all reports, issue citations and other documents for action
- Prepare and distribute invoicing with regards to rental code compliance to property owners
- Provide rental inspections as mutually scheduled with tenant and/or owner and provide follow-up as required
- Issue citations, violation notices, and follow-up letters on violations of Rental Program Ordinance
- Provide all inspection coordination, scheduling and tracking of Rental Program Ordinance
- Provide all documentation for collection of fees for Rental Program

EXHIBIT B: COMPENSATION

Fee Schedule:

| | | |
|---|-----------|--|
| Registration/Certificate of Compliance | \$ 35.00 | per unit for units 1 - 5 |
| | \$ 15.00 | per unit for units 6 & more |
| Inspections (includes initial inspection and all additional inspections) | \$ 45.00 | per unit for units 1 - 5 |
| | \$ 20.00 | per unit for units 6 & more |
| Complaint Inspection (Violation Found) | \$ 45.00 | |
| Violation Compliance Follow-up | \$ 45.00 | |
| No Show Fee | \$ 45.00 | |
| Certificate of Compliance Reinstatement | \$ 25.00 | per certificate |
| Failure to Register/Failure to Update Registration Information/Providing Inaccurate Information | \$ 75.00 | registration & inspection fees still apply |
| Housing Board of Appeals Hearing | \$ 150.00 | |
| Change of Ownership | \$ 10.00 | Buildings with 1-5 units |
| | \$ 50.00 | Building with 6 or more units |

Muskegon Charter Township's fees are comprehensive, and there will be no separate billing for wages, benefits, mileage, vehicle expense, materials or personal service.

THIS AGREEMENT is executed and made effective as provided above.

City of Norton Shores, Norton Shores, MI

Printed Name

Title

Signature

Date

Muskegon Charter Township, Muskegon, MI

Printed Name

Title

Signature

Date