



**LIVINGSTON COUNTY, MICHIGAN
DEPARTMENT OF BUILDING INSPECTION**

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Web Site: ***livgov.com/building***

TO: LIVINGSTON COUNTY BOARD OF COMMISSIONERS

FROM: Jim Rowell, Building Official

DATE: October 22, 2024

RE: Fee Increase - City of Brighton, Building Department Services

The Livingston County Building Department has had a contract with the City of Brighton to provide building department services since 2010. The scope of the contract includes providing construction plan review and building inspections. This contract is for the building permits only. All other trade permits are pulled directly at the county building department offices.

The fee increase represents a substantial increase in the City of Brighton permit activity over the last few years. The existing contract was \$40,000 annually. The new contract is \$93,000 annually. None of the other terms of the existing contract have changed.

Jim Rowell
Livingston County Building Official

AMENDED INTERGOVERNMENTAL AGREEMENT

FOR

BUILDING DEPARTMENT SERVICES

RECITALS

WHEREAS, the Livingston County Building Department employs a full-time Building Official and Building Department,

WHEREAS, the City of Brighton and Livingston County believe that the Livingston County Building Official and Inspection Staff would be able to manage building department inspections and permit reviews in the City of Brighton and in other communities under the Livingston County Building Department's Jurisdiction.

WHEREAS, Livingston County and the City of Brighton are able to enter into this Agreement pursuant to Public Act 35 of 1951 as amended, being MCL 124.1 *et. seq.* and Public Act 8 of 1967, being MCL 124.531, *et seq.*;

NOW THEREFORE, BASED UPON THE MUTUAL COVENANTS HEREIN, THE PARTIES HEREBY AGREE AS FOLLOWS:

Section 1 - Appointment of the Building Official

The Building Official of Livingston County is hereby appointed to also serve as the Building Official for the City of Brighton. The Building Official shall be responsible for the administration and enforcement of the Michigan Building Code and the Michigan Residential Codes, as amended (collectively the Codes), within the boundaries of Brighton.

Section 2 - The Building Inspection Department

Work for the City of Brighton shall be done in a timely manner consistent with the service provided to other communities under the jurisdiction of the Livingston County Building Department.

Section 3 - City of Brighton Building Department Responsibilities

A building department shall be maintained by the City of Brighton and administrative staff be provided by the City of Brighton, who shall in part, be responsible for the following:

- a) Managing and maintaining building records, including by way of example and not limitation, applications for building permits, relative site and construction plans, permits, stop work orders, enforcement actions, correspondences, and any and all other records necessary and/or appropriate for the administration and enforcement of the Codes;
- b) Collection, acceptance, and retention of permit fees associated with building projects, applications for permits and other fees associated with building projects, applications for permits, request for inspections, complaints, building plans, correspondences, and all other papers and items directed to the Brighton Building Department;
- c) Communication and coordination with the Building Official/Designee and the public relating to building and construction issues to assure effective and efficient administration and enforcement of the codes, including by way of example, all requests for permit submittal requirement information, permit status requests, plan review requests, inspection requests, and certificate of occupancy requests;
- d) Communication of time sensitive issues shall be sent to the Building Official/Designee and addressed in the Livingston County office;
- e) Processing permit applications, request for inspections, fees, certificate of occupancy, and other building related matters as directed by the Building Official/Designee;
- f) Assisting the Building Official/Designee in the preparing of correspondence for building related matters and violations;
- g) Documentation of all inspection results into the BS&A permit system.

Section 4 - Livingston County Building Official/ Building Department Duties

The Livingston County Building Official shall be responsible for and perform the following duties on behalf of Brighton:

- a) Conduct all building inspections or cause all building inspections to be done by Livingston County Staff within the boundaries of Brighton in a timely manner consistent with other communities under the jurisdiction of the Livingston County Building Department. Generally, the Building Department strives to conduct inspections the next business day following a request for inspection;
- b) Return inspection records to the City of Brighton to allow the Brighton Staff to enter Results into the BS&A permit system;
- c) Conduct plan reviews in a timely manner consistent with other communities under the jurisdiction of the Livingston County Building Department;
- d) Prepare and sign construction documents for issuance of building permits by the City of Brighton Staff;
- e) Provide customer service and consistent advice to citizens, contractors and property owners regarding building codes and procedures by phone, email or in person at either office;
- f) Provide correspondence regarding permits and inspections to applicants and the City of Brighton Staff;
- g) Attend pre-construction or red-flag meetings as requested by City of Brighton Staff;
- h) Attend development team meeting and provide comments on site plans as requested by the City of Brighton Staff;
- i) Address building-related issues as they apply to the City of Brighton Property Maintenance Code, Chapter 18, Article IV of the Brighton City Code. The process shall be as follows:
 1. Property maintenance complaints regarding structures are received at the City of Brighton offices.
 2. The City of Brighton Staff reviews the complaints and forwards the complaints to the Livingston County Building Official as appropriate.

3. Livingston County Officials investigate and evaluate the condition of the structure and report the findings to the City of Brighton.
4. The City of Brighton requests remedial measures and if necessary, initiates legal action.

Section 5 - Compensation for Building Department Services

Livingston County will make its assigned inspectors available by email, phone or in person as needed for the rate of NINETY-THREE THOUSAND dollars (\$93,000.00) per year. Said compensation shall be paid by the City of Brighton in quarterly installments, paid in advance on the first day of each quarter beginning January 1st, April 1st, July 1st, and October 1st of each year. Beginning on January 1, 2025, and on the first day of each calendar after that, the annual rate shall increase by 3%, and quarterly installments shall increase accordingly. This provision shall take effect immediately, and the first advance payment shall be made on the commencement date stated in Section 6 below, prorated on the basis of a 365-day year. The above described compensation shall be annually reviewed to determine if the number of inspections, plan reviews or meetings has substantially increased or decreased over the prior year, and if so, compensation shall be re-evaluated by the Parties.

Section 6 - Termination

This Agreement shall commence on _____ and continue until terminated by either of the parties for any reason by providing the other party with one hundred twenty (120) calendar days prior written notification. Any such termination of this Agreement shall not relieve either of the parties of the obligations incurred prior to the effective date of such termination.

Section 7 - Insurance

During the term of this Agreement, Livingston County shall maintain liability insurance covering the Building Official and Livingston County when he is acting in his capacity as Livingston County Building Official, and Brighton shall maintain liability insurance covering the Building Official when he is acting in his capacity as Brighton's Building Official. The City of Brighton shall add the Livingston County as an Additional insured on the City of Brighton's liability insurance to the extent Livingston County incurs liability arising out of the Building Official acting in the capacity of Brighton's Building Official.

Section 8 - Nondiscrimination

The parties, as required by law, shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status.

The parties shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination, including, but not limited to, the following:

- a. The Elliott-Larsen Civil Rights Act, 1976 PA 453, as amended.
- b. The Persons with Disabilities Civil Rights Act, 1976 PA 220. as amended.
- c. Section 504 of the Federal Rehabilitation Act of 1973, P.L. 93-112, 87 Stat. 355, as amended and regulations promulgated thereunder.
- d. The Americans with Disabilities Act of 1990, P.L. 101-336. 104 Stat 327 (42 USC §12101 et seq.). as amended and regulations promulgated thereunder.

Breach of this section shall be regarded as a material breach of this Agreement.

Agreement made this 10th day of September, 2024.


CITY OF BRIGHTON



By: Gretchen Gomolka
City Manager

STATE OF MICHIGAN)
COUNTY OF LIVINGSTON)

On this 10th day of September 2024 before me, a Notary Public in and for said County. personally appeared Gretchen Gomolka, to me known to be the city manager of the CITY of BRIGHTON, who being by me duly sworn did say that they executed the foregoing Agreement on behalf of the City of Brighton as approved by the Brighton City Council on September 10, 2024

My commission expires 12/17/2025 Signature 
Notary public, State of Michigan,
County of Livingston

LIVINGSTON COUNTY

By: Jay Drick
Chairman, Board of Commissioners

STATE OF MICHIGAN)
COUNTY OF LIVINGSTON)

On this ____ day of _____, 2024, before me, a Notary Public in and for said County. personally appeared Jay Drick, to me known to be the Chairman of the Board of Commissioners for Livingston County who being by me duly sworn. did say that he executed the foregoing Agreement on behalf of the County of Livingston by authority duly vested in him by resolution _____, approved by the Livingston County Board of Commissioners on _____, 2024

My commission expires _____ Signature _____
Notary public, State of Michigan,
County of _____