



BUILDING OFFICIAL
CONTRACT

FOR

Michael Mantei

JANUARY 01, 2025 – DECEMBER 31, 2025

This Agreement is made effective as of January 01, 2025, by the Charter Township of Vienna ("**Township**"), whose address is 3400 W. Vienna Rd., Clio, MI 48420 and Michael Mantei (Contractor), whose address is as follows, 13205 Irish Road, Millington, MI 48746, as follows:

RECITALS

A. Contractor wishes to contract with Vienna Township to provide building official, building inspector and plan reviewer for the Township; and

B. Township and Contractor have negotiated the terms of this Agreement; and

C. Vienna Township and Contractor have come to an understanding about the terms and conditions of the services that will be provided and wish to evidence them in writing.

IT IS AGREED as follows:

I—TERM

1.1 The term of this Agreement shall commence on January 1, 2024, and shall continue for a period of 12 months, terminating on December 31, 2024.

1.2 This Agreement will not automatically renew at the end of the term set forth in **Paragraph 1.1**.

1.3 The term of this Agreement is subject to the provisions of **Section V**.

II—DUTIES

2.1 Contractor shall provide duties as the building official for Vienna Township which includes other municipalities they have contracted with. This would include but not limited to overseeing the issuance of building and trade permits, attend any meetings requested and assist with zoning and planning as needed. This would also include plan review and recommendations for escrow deposits on projects that require alternate review but outside sources.

2.2 The Building Department personnel are under the direct supervision of the Township Supervisor. The building official is responsible for all building and trade operations within the department and direction of the office staff.

2.3 Contractor must disclose any of his own construction projects that require inspections in Vienna Township. Contractor cannot inspect his own projects and must cover any cost incurred by the Township as a result.

III—HOURS OF WORK

3.1 Contractor must devote such time, attention, and energies to the duties of Township as is necessary for Contractor to satisfactorily perform the duties outlined in **Paragraph 2.1**. This will include, at a minimum, office hours in the Township building on Monday and Wednesday from the hours of 4:00 PM to 5:00 PM. In the event those days fall on a federal holiday, or the Township Office is closed, an alternate day must be determined. Vacation time must be coordinated with the Township Supervisor in writing.

3.2 Contractor will be available by phone Monday through Thursday in the event that Vienna Township has building, permit, planning or zoning questions. Contractor has been issued a tablet, a Vienna Township email address and a Vienna Township office voice mail. Contractor will check Vienna Township email and voice mail daily Monday through Thursday.

IV—COMPENSATION

4.1 Subject to **Paragraph 5.2**, Contractor will be paid to perform the services described in **Section II** as follows:

A. \$30,000 annually for the period of January 1, 2025, to December 31, 2025, payable in 24 installments.

V—TERMINATION

5.1 This Agreement may be terminated by either Township or Contractor by providing at least 14 days prior written notice of voluntary termination.

5.2 In the event that either party terminates this Agreement as provided for in **Paragraph 5.1**, then the payments outlined in **Section IV** shall be terminated, with Contractor being compensated for the work done to the date of termination.

VI—INDEMNIFICATION

6.0 Contractor agrees to save and hold harmless, the Township and any and all employees, agents, or assigns from any and all liability arising out of the performance of the services required by this Agreement, including but not limited to any and all damage to property and any and all injuries to persons.

VII—COMPLIANCE

7.1 Contractor must comply with all applicable local, state, and federal laws, statutes, rules, regulations, codes, ordinances, and orders in providing the Services outlined in **Section II**.

7.2 Contractor must provide Township with current licensing and accreditations. Continuing education is the responsibility of the Contractor to keep all credentials up to date.

VIII—ARBITRATION

8.1 Township and Contractor agree to resolve all claims, controversies, and disputes for which a court otherwise would be authorized by law to grant relief, arising out of, relating to, or associated with the relationship between Township and Contractor through arbitration in accordance with the provisions of this Agreement, rather than through civil litigation in either state or federal court. Contractor understands that this agreement to Arbitrate is, and will continue to be, a term and condition of this Agreement.

8.2 The arbitration shall be before one arbitrator, who is licensed to practice law in the State of Michigan, selected by Township and Contractor, as they agree, but if they cannot agree on an arbitrator, then the arbitrator shall be selected by a circuit court of competent jurisdiction. The arbitration shall take place in the State of Michigan in Genesee County.

8.3 The arbitrator shall apply the substantive law (and the law of remedies, if applicable) of the State of Michigan, or federal law, or both, as applicable to the claim asserted. The arbitrator shall follow the Michigan Rules of Evidence and Michigan Court Rules. The arbitrator shall have jurisdiction to hear and rule on prehearing disputes and is authorized to hold prehearing conferences by telephone or in person, as the arbitrator deems necessary. The arbitrator shall also have the authority to entertain a motion to dismiss and/or a motion for summary judgment by any party and shall apply the standards governing such motions found in the Michigan Court Rules.

8.4 The arbitrator shall render a written award and opinion which shall be final and binding on the parties and any award may be enforced in the circuit court having jurisdiction. Within the time period provided by law, either party may appeal the arbitration award to the circuit court having jurisdiction for any reason allowed by and provided for by law.

8.5 Contractor waives any right to a trial by jury that Contractor may have in any subsequent litigation between Township and Contractor, which arises out of, is related to, or is in connection with any provision of this Agreement, whether the claim is asserted as the basis for a claim, counterclaim, cross-claim, or a defense to a claim, counter-claim, or cross-claim.

8.6 Notwithstanding any contrary provision of any statute of limitation, any claim by Contractor against Township or any agent, employee, or officer of Township, including: tort claims, breach of contract (express or implied), fraud, breach of warranty (express or implied), violations of any federal, state, or other governmental law, statute, regulation, or ordinance, or claims based on any other legal or equitable theory, must be brought (by demanding arbitration on any such claim) no later than 1 year from the date this

Agreement was executed or 1 year from the date of the incident giving rise to the claim, whichever is later.

8.7 The Township and Contractor are each responsible to pay 1/2 of the arbitrator's fee. Each party must pay for its, his, or her own costs and attorney fees, if any. Either party, at its expense, may arrange for and pay the cost of a court reporter to provide a stenographic record of the proceedings.

IX—MISCELLANEOUS

9.1 **Entire Agreement:** This Agreement and its attachments contain the entire understanding between the parties.

9.2 **Applicable Law:** This Agreement will be governed and interpreted by Michigan law.

9.3 **Waiver:** A waiver of a breach of any term in this Agreement will not be considered: (1) a waiver of a further breach of the same term; (2) a waiver of a breach of any other term; or (3) a waiver of Seller's right to declare an immediate or a subsequent default.

9.4 **Severability:** Each provision of this Agreement must be interpreted in a way that is valid under applicable law. If any provision is held invalid, the rest of the Agreement will remain in full effect.

9.5 **Amendments:** The parties can amend this Agreement only by a written document signed by both parties.

9.6 **Assignments:** A party cannot assign this Agreement or any right or obligation under the Agreement without the prior consent of the other party.

9.7 **Successors and Assigns:** If this Agreement is properly assigned, then it will bind and benefit the successors and assigns of the parties.

9.8 **Cumulative Remedies:** The remedies provided in this Agreement are cumulative. A party who asserts a right or seeks a remedy may also assert other rights or seek other remedies.

9.9 **Confidentiality:** The parties must keep this Agreement confidential and must not disclose either the existence or the terms of the Agreement to third parties except as provided by law.

9.10 **Relationship of Parties:** Contractor is an independent contractor for Township, and is not an employee, agent, or partner of Township.

9.11 **Counterparts:** This Agreement may be signed in one or more counterparts, and each counterpart will be considered an original Agreement. All of the

counterparts will be considered one document and become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other.

9.12 **Injunctive Relief:** If either party breaches this Agreement, then the other party will be irreparably injured. Therefore, if one party breaches or threatens to breach the Agreement, then the other party has the right to specific performance or injunctive relief, including money damages and any other appropriate relief.

9.13 **Titles and Headings:** Titles and headings are inserted in this Agreement for reference purposes only, and must not be used to interpret the Agreement.

9.14 **Acknowledgement:** The parties acknowledge that they have had the opportunity to consult with an attorney regarding the terms of this Agreement, that they have read and understand the terms of this Agreement, and that they have signed this Agreement on their own free will.

9.15 **Third-Party Beneficiaries:** This Agreement confers no rights or remedies on any third party, other than the parties to this Agreement and their respective successors and permitted assigns.

9.16 **Notices:** All required notices must be in writing and will be considered given when delivered (1) personally, or (2) by registered or certified mail, return receipt requested, addressed as follows (or any other address that is specified in writing by either party):

If to Vienna Township: 3400 W. Vienna Rd., Clio, MI 48420

If to Contractor: 13205 Irish Road, Millington, MI 48746

Dated: _____

Charter Township of Vienna
By Joseph A. Rizk, Supervisor

Dated _____

Michael Mantei