

RESOLUTION NO. 2018-130

A RESOLUTION OF RADNOR TOWNSHIP, DELAWARE COUNTY, PENNSYLVANIA, AUTHORIZING PART TIME THIRD PARTY UNIFORM CONSTRUCTION CODE (UCC) SERVICES BY BARRY ISETT & ASSOCIATES, INC.

WHEREAS, Radnor Township receives various permits and applications along with revenue through its building code department; and

WHEREAS, the Township has over 2,000 open and pending permit applications; and

WHEREAS, the Township has worked with third party inspectors in the past to supplement available staff; and

WHEREAS, the Township, through the RFP process, has identified two (2) qualified 3rd Party Consultants capable of assisting Township Staff in enforcing the UCC; and

WHEREAS, the Township desires to diversify its use of 3rd Party Consultants and employ a part-time 3rd Party Consultant at a rate of \$80 per hour for plan review, and inspections as needed; and

NOW, THEREFORE, be it *RESOLVED* by the Board of Commissioners of Radnor Township, as follows:


1. The Township Manager is authorized to execute, in the name of and on behalf of Radnor Township, an agreement with Barry Isett & Associates, Inc. with such changes as the Township Manager after consultation with the Solicitor shall approve.
2. The Township Manager or his designee is authorized and directed to take all other actions deemed necessary or appropriate to carry out the purposes of this Resolution.

SO, RESOLVED, this 12th day of November, A.D. 2018.

RADNOR TOWNSHIP

By: 
Name: Lisa Borowski
Title: President

ATTEST:


Robert Zienkowski
Manager/Secretary

CONSULTING SERVICES AGREEMENT

This Agreement is made November 14, 2018, between Barry Isett & Associates, Inc. (hereinafter "Isett") whose principal business address is 1003 Egypt Road, Phoenixville, PA 19460 and Radnor Township (hereinafter "Municipality") whose principal business address is 301 Iven Avenue, Wayne, 19087.

WHEREAS, the Municipality wishes to retain Isett as a consultant and independent contractor to perform the services referenced herein for a period of 3 years from date of appointment.

WHEREAS, the Municipality has taken such action at a public meeting to appoint Isett to engage in the services outlined in this Agreement and has further granted Isett the authority to act as an agent of the Municipality; and;

NOW THEREFORE, the parties referenced above hereto agree as follows:

1. Services Provided

Isett agrees to serve as the representative and agent of the Municipality and will provide the following services in accordance with the terms and conditions of this Agreement (hereinafter referred to as "Services").

- a. Building Plan Review Services
- b. Building Construction Inspection Services (secondary, and as requested)
- c. Code Enforcement Services (secondary, and as requested)
- d. Code Legislation Support (secondary, and as requested)
- e. Expert Testimony ((secondary, and as requested)
- f. Fire Safety Inspections (secondary, and as requested)
- g. Rental Housing and Property Maintenance Inspections (secondary, and as requested)

2. Cost of Services

The cost of Services will be charged in accordance with the rate schedule attached hereto within the Proposal. Isett reserves the right to amend this rate schedule with sixty (60) days notice.

3. Service Standards

Isett shall provide the Services outlined herein to the best of its ability and in accordance with generally accepted practices in the industry. During such time, Isett shall perform the Services outlined herein from either an office provided by the Municipality or from its corporate offices. Isett shall, nevertheless, be on-call twenty four hours a day, seven days a week, to respond to emergencies on behalf of the Municipality.

4. Payment

Invoices shall be paid upon receipt. Payments shall be mailed to Barry Isett & Associates, Inc., 1003 Egypt Road, Phoenixville, PA 19460. An invoice shall not be considered delinquent for purposes of this Agreement until it is sixty days past due.

5. Termination

Either party may terminate this Agreement by providing the other with sixty (60) days written notice of their intent to terminate this Agreement. This Agreement shall terminate and be of no force and effect on the sixtieth (60th) day from which the Notice of Termination was delivered to the other party.

6. Notices

Any notices required to be given under this Agreement shall be mailed by First Class Mail, Return Receipt Requested, or by overnight courier to the following address:

As to Isett:
Barry Isett & Associates, Inc.
1003 Egypt Road
Phoenixville, PA 19460

As to Municipality:
Radnor Township
301 Iven Avenue
Wayne, PA 19087

7. Dispute Resolution

In the event there is a perceived breach of this Agreement or there is a dispute or other controversy arising out of or relating to the provision of Services in accordance with this Agreement, the parties hereto agree to exercise their best efforts to resolve the dispute or controversy as soon as possible. If the dispute or controversy can not be resolved to the satisfaction of both parties, either party may terminate the agreement in accordance with Section 5 of this Agreement.

8. Agency

The Municipality shall take such action, as is necessary, at a public meeting of the governing body, to appoint Isett as the Municipalities Representative for the services indicated within this Agreement. Upon appointment of Isett by the Municipality, Isett shall become an agent of the Municipality and shall be entitled to perform its Services as outlined in this Agreement with the full authority of the Municipality and may act on behalf of and bind the Municipality to any decisions made during the performance of the Services outlined herein. In particular, Isett shall be authorized to issue any and all determinations, permits, certifications, or other documents required or necessary to carry out its duties or appointment. Isett agrees to perform the Services in accordance with all applicable provisions of the Municipalities Planning Code and any other State or Federal Law applicable to the Municipality.

9. Isett shall not be responsible for any plan review, permit issuance or field inspection relating to any permit that was approved, issued and/or performed prior to the effective date of this Agreement.

10. The Municipality shall further defend, indemnify and hold Isett harmless from any claims or causes of action which may arise as a result from the plan approval, permit issuance, and/or field inspection relating to all permits granted by the Municipality prior to the effective date of this Agreement.

11. Entire Contract

This Agreement contains the entire Agreement of the parties and there are no other promises or conditions in any other Agreement, whether oral or written. This Agreement supercedes any prior written or oral Agreements between the parties.

12. Amendment

This Agreement may be modified, amended or extended if the amendments are made in writing is signed by both parties, unless otherwise provided in this Agreement.

13. Severability

If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If the Court finds that any provision of this Agreement is invalid or unenforceable, but that by limited such provisions it would become valid and enforceable, then such provisions shall be deemed to be written, construed and enforced as so limited.

14. Effective Date

This Agreement shall be effective the date upon which the Municipality, at a regularly scheduled public meeting, adopts the terms and provisions of this Agreement and appoints Isett to act on its behalf in the capacity indicated.

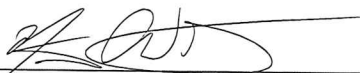
15. Waiver of Contractual Right

The failure of either party to enforce any provision of this Agreement shall not be construed as a waiver or limitation of that parties right to subsequently enforce or compel strict compliance with every provision of this Agreement.

16. Applicable Law

The laws of the Commonwealth of Pennsylvania shall govern this Agreement and their relationship between the parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year indicated below.



Matthew C. Walter, MCP, CFM
Barry Isett & Associates, Inc.

Date 11/14/2018



Municipality

Date 11-14-2018

EXHIBIT "A"

Cost of Services

The cost for services provided Barry Isett & Associates, Inc. to the community will be as follows:

2019-2021 Rate Schedule

Building Inspection/Plan Review and Zoning Administration

Zoning Administration	\$80.00 per hour
UCC Building Inspection / Plan Review (Commercial and Residential)	\$80.00 per hour
Administrative Support	\$80.00 per hour
Code Enforcement Services (Miscellaneous Ordinance Enforcement)	\$80.00 per hour
Fire Safety Inspections	\$80.00 per hour
Property Maintenance/Rental Housing Inspections	\$80.00 per hour
Code Legislation Support Services (Preparing new Ordinances, as requested)	\$100.00 per hour
Court time/Expert Testimony	\$110.00 per hour