

# The Franklin County Cooperative Inspection Program

Franklin Regional Council of  
Governments



Regionalization Tool Kit  
Conference

September 3, 2009

# FRCOG Region

- Most rural county in Massachusetts
- 72,000 people, 725 square miles, 26 towns.
- Greenfield – 18,000 residents  
Monroe – 93 residents.
- 23 of 26 towns have population under 5,000; 18 under 2,000.
- Only 3 towns with full-time building inspectors

# FCCIP Region

- 14 Towns
- Approx. 20,000 people
- 725 square miles
- 1,700 miles of road
- Program office centrally located in Greenfield

# History of FCCIP

- Building inspection program formed in 1975 to meet the needs of small towns for state-mandated building inspections
- 11 towns part of initial program
- Established as a self-sustaining, stand-alone program
- Assessment formula leads to bigger, busier towns paying more than smaller less active towns
- All permits processed through central office location
- Permit fees paid directly to Towns
- Added wiring and plumbing/gas inspection programs in 1986
- All merged in 1989 into current cooperative inspection program
- A town may participate in any or all of the programs it chooses.

# Governance

- Originally governed by a Board of Directors – a Selectman or designee from each Town
- In 2004, FCCIP merged with FRCOG to receive fiscal and administrative oversight, and to benefit from liability insurance coverage
- Board still in place in advisory capacity, but decisions made by FRCOG Executive Committee.

# Host Agency Model

- Towns contract with Host Agency for services
- Host Agency assesses towns based on agreed-upon formula.
- Host agency costs are covered by assessments

# Host Agency Administrative Support:

- Financial Management
- Procurement policies and services
- Legal counsel
- Personnel policies and workplace practices
- Staff supervision to Building Commissioner
- Liability insurance
- Provision of office space

# Staffing

- Building Commissioner
- Local Building Inspector
- Electrical Inspector
- Plumbing/Gas Inspector
- Two administrative assistants handle office functions
- Alternate Inspectors, paid hourly

# What We Do

## Enforce the following regulations:

780 CMR Massachusetts Building Code

521 CMR Architectural Access Code

Local zoning Bylaws

International Mechanical Code

International Energy Code



## We also:

Inspect public buildings

Handle local zoning enforcement

- 25 to 30% of entire workload

# Permit Process

- The FCCIP permit requires signatures from these local boards, before approval.
  - Conservation Commission
  - Board of Health
  - Fire Chief
- This ensures compliance with all applicable regulations and helps coordinate the various boards during the permitting process.
- Same permit fee schedule for all member towns.
- Applicant applies at our central office in Greenfield, picks up and pays for the permit at the town where the work is to be performed.
- All permit revenues are kept by the member towns to offset the cost of the yearly assessment

# How are Towns Assessed?

- Once a program budget is approved by the FRCOG, the appropriate portion of the budget must be assigned to each program: Building, Wiring, Plumbing/gas.
  - This is fairly easy to do with inspector salaries.
  - Clerical time is logged and appropriately divided.
  - Other administrative and operating expenses are apportioned in the following manner: 50% Building, 25% wiring, and 25% plumbing/gas.
- The FCCIP assesses member towns according to the degree of participation in each of the three programs over a 3 year period.
  - In FY09, the Building portion of the budget assessment was 64%, wiring was 18% and plumbing/gas was 18% (see handout)
- Participation is measured by total permit fees collected in each town.

# FY09 FCCIP Budget Summary

|                    |                  |
|--------------------|------------------|
| Personnel          | \$359,958        |
| Equipment          | \$600            |
| Operating Expenses | <u>\$80,491</u>  |
| GRAND TOTAL        | <u>\$441,049</u> |

\$10K of reserves were used to offset assessments

Assessed budget was \$431,049

Building Inspection portion of budget was 64.45%

\* See handout for detailed budget information.

# Advantages to Using FCCIP

- Professionalism – highly trained, certified inspectors
- Education – Inspectors and the general public
- The program has established relationships with all relevant state Boards, Committees, and Inspectors to help resolve complex legal & technical issues.
- Uniform code enforcement throughout the area.
- Bi-annual newsletter and extensive web resources for trades people.
- We ensure that all contractors have appropriate license and home improvement registration before issuing permits.

# More Advantages

- Monthly reporting of all permit activity, and local control of permit delivery and fee collection.
- Active local zoning enforcement is included in the cost of the program.
- Customer Service – Building inspectors available by phone during all business hours and all forms are available online.
- Immediate scheduling of inspections
- Full-time office staff to answer questions



# Challenges

- Multiple town zoning
- No way to measure and capture zoning review and enforcement costs
- Massachusetts Building Code, 7<sup>th</sup> Edition
- Table 106 inspections (200 per year)
- Coordination of local boards

# More Challenges

- Efficiency
- Work without a permit
- Building permit fees
- Politics
- Mileage



# The Future of the FCCIP Program:

- Actively seeking more towns for inspection services
  - Staffing considerations
- Upgrading software to track permits
- Will move into new office space in 2010
  - More efficient operating environment

For More Information

[www.frcog.org](http://www.frcog.org)

Jim Hawkins, Building Commissioner  
jhawkins@frcog.org

This is a sample contract/policy and the FRCOG takes no responsibility for its use. It is recommended that a town/agency consult with its procurement officer or counsel before duplicating.

**PROFESSIONAL SERVICES AGREEMENT BY AND  
BETWEEN THE FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS**

**AND**

**THE Town of \_\_\_\_\_**

This Agreement is made this \_\_\_\_ day of \_\_\_\_\_, 2009, by and between the Franklin Regional Council of Governments or its successors or agents, hereinafter referred to as the FRCOG; and the **Town of \_\_\_\_\_**, acting by and through its Selectboard, hereinafter referred to as the Town.

WITNESSETH THAT:

WHEREAS, the Town has determined that there is a need to obtain professional Building Code and Zoning Enforcement Service, Plumbing and Gas Inspection Service, and Wiring Inspection Service so as to better protect the public within the Town; and

WHEREAS; the Town has appropriated funds to procure contracted Inspection services under the direction of its Board of Selectmen; and

WHEREAS; the FRCOG through its Franklin County Cooperative Inspection Program hereinafter referred to as the FCCIP, is willing to provide Inspection assistance to the Town:

NOW, THEREFORE, in consideration of the forgoing premises, which are hereby incorporated into and hereby made part of the terms and conditions of this Agreement and the mutual covenants hereinafter set forth, it is agreed as follows:

**I. TERM OF AGREEMENT**

The FRCOG and the Town agree that the FRCOG, acting by and through the FCCIP, will provide all agreed upon services for the Town in a professional and timely manner during the period **July 1, 2007 through June 30, 2010**. The term of this agreement will renew automatically for three years, after which it must be ratified again. See Section IV for Compensation information.

**II. ENGAGEMENT OF THE FRCOG**

The Town hereby engages the FRCOG, acting by and through the FCCIP, for the purposes of providing Inspection services to the Town. The FRCOG, and its agents, hereby agree to act in a professional and timely manner.

The Town agrees to provide the FRCOG with on-site direction and evaluation of service as necessary to assist the FRCOG in providing proper oversight, management and efficient delivery of the contracted services. The FRCOG shall be responsible for supervising the training, quantity and quality of contracted services, including direct supervision of all Inspectors.

The FRCOG will render the primary services to be provided as described herein through a qualified Inspector(s).

### **III. SCOPE OF SERVICES**

The FRCOG will provide at a minimum the following services to the Town under the direction of the FCCIP as required and requested by the Town.

Act as Building Commissioner as delineated in 780 CMR 1.00 et sec, 521 CMR and MGL C 40A, and all other applicable laws.

Act as Wiring Inspector as delineated in MGL 166 SS 32, 33, 527 CMR 12.00 et sec, MGL Chapters 13, 141, 142, and 143, and 780 CMR and all other applicable laws.

Act as Gas and Plumbing Inspector as delineated in 248 CMR and MGL Chapters 142 and 143, and all other applicable laws.

### **IV. COMPENSATION**

For any services rendered under this agreement the FRCOG will receive compensation as determined by an assessment formula approved annually by the FRCOG and FCCIP Advisory Board during its annual budgeting process. Notification of compensation costs for the next fiscal year will be provided to the Town no later than March 1.

The FRCOG shall bill quarterly.

The FRCOG and the Town acknowledge that the FRCOG, acting by and through the FCCIP, may be requested to provide additional services not covered under this Agreement for which additional compensation will be agreed to by the parties outside of this agreement.

Municipal fees for permits will continue to be collected by the Town.

### **V. INDEMNIFICATION AND INSURANCE**

The Town shall indemnify and hold the FRCOG harmless with respect to any and all liability for claims, losses, damages, costs, or expenses of any kind for bodily injury or damage to real or tangible personal property sustained by the FRCOG arising out of the provision of services for the Town under this Agreement.

The Town shall be responsible for any legal costs including but not limited to attorney's fees related to enforcement of the Town's zoning bylaws.

The FRCOG shall provide and maintain throughout the term of this Agreement all insurance for its employees, including health, workers' compensation, and other insurances in compliance with the statutory requirements of the Commonwealth of Massachusetts.

## **VI. WAIVERS**

All covenants, conditions, duties and obligations contained herein can be waived only by written agreement by and between the Town and the FRCOG. Such waivers shall not be effective, unless they are in conformity with all other requirements of law. Forbearance or indulgence in any form or manner by either party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to either party. No waiver of any default or breach shall constitute a waiver of any subsequent default or breach.

## **VII. AMENDMENTS**

No amendment to this Agreement shall be effective unless it is in writing, signed by the duly authorized representatives of both parties, and complies with the provisions of this Agreement, and all other regulations and requirements of law.

## **VIII. FORCE MAJEURE**

Neither the Town nor the FRCOG shall be liable to the other, nor be deemed to be in breach of this Agreement for failure or delay in rendering performance arising out of causes factually beyond its control and without its fault and negligence. Such causes may include, but are limited to: acts of God or the enemy, wars, fires, floods, epidemics, quarantine restrictions, strikes, unforeseen freight embargoes, or unusually severe weather. Dates and times of performance shall be extended to the extent of the delays excused by this covenant, provided that the party whose performance is affected notifies the other promptly of the existence and nature of such delay.

## **IX. ASSIGNABILITY**

The FRCOG shall not assign any interest in this Agreement, and shall not transfer any interest in the same, without prior written consent of the Town. No subcontract may be awarded by the FRCOG, the purpose of which is to fulfill in whole or in part the services required herein, without said written consent of the Town.

## **X. TERMINATION**

This agreement may be terminated by either party for any reason upon one year's written notice from the date received by either party, sent by certified mail, return receipt requested. Such notice shall be signed by authorized officials of the parties.

### **XI. CONFLICT OF INTEREST**

No officer, employee, agent, or member of the governing bodies of the FRCOG and Town shall participate in any decision or service relating to this Agreement which affects the personal interest of such officer, employee, agent, or member of the governing bodies, whether such interest is direct or indirect. The FRCOG and the Town shall take all reasonable actions necessary to ensure that their officers, employees, agents, and members of their governing bodies are aware of the requirements, and comply with the provisions of Massachusetts General Laws, Chapter 268A, the so-called Conflict of Interest Law.

### **XII. CONFIDENTIALITY**

Any reports, information, documents, etc., given to, prepared by, or assembled by the FCCIP under this Agreement which the Town, acting by and through its Select Board, requests to be kept confidential shall not be made available to any individual, organization, or agency without prior written approval of the Town, provided that all requests for confidentiality are in compliance with the standards and requirements of Massachusetts General Laws, Chapter 4, Section 7(26), Chapter 66, Section 10, and Chapter 950 of the code of Massachusetts Regulations, Section 32, et al.

### **XIII. SEVERABILITY**

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby, and all other parts of this Agreement shall nevertheless be in full force and effect, so long as the agreement continues to reflect the intention of the parties.

FRANKLIN REGIONAL COUNCIL OF GOVERNMENTS

\_\_\_\_\_  
Executive Director

\_\_\_\_\_  
Date

TOWN OF \_\_\_\_\_ BOARD OF SELECTMEN

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_

\_\_\_\_\_  
Date

# Franklin Regional Council of Governments

Budget for the period of:

July 1, 2008 to June 30, 2009

## Franklin County Cooperative Inspection Program (FCCIP)

**#01-014**

### **PERSONNEL:**

|                         |                |
|-------------------------|----------------|
| Staff wages:            | 284,048        |
| Longevity               | 500            |
| Fringe & Taxes          | 75,410         |
| <b>TOTAL PERSONNEL:</b> | <b>359,958</b> |

### **OPERATING:**

|                                 |               |
|---------------------------------|---------------|
| Communications                  | 1,500         |
| Legal                           | 1,500         |
| Professional Services           | 2,000         |
| Staff Development               | 2,250         |
| Copier                          | 400           |
| Travel                          | 23,000        |
| Printing & Binding              | 900           |
| Alternate Inspectors            | 1,500         |
| Postage                         | 3,000         |
| Office Supplies                 | 3,000         |
| Dues                            | 700           |
| Books/Publications              | 700           |
| Indirect                        | 40,041        |
| <b>TOTAL OPERATING EXPENSES</b> | <b>80,491</b> |

### **EQUIPMENT**

|                        |            |
|------------------------|------------|
| Equipment              | 600        |
| Computer Software      | 0          |
| <b>TOTAL EQUIPMENT</b> | <b>600</b> |

### **GRAND SUMMARY**

|                           |                |
|---------------------------|----------------|
| <b>Salaries/Wages</b>     | <b>359,958</b> |
| <b>Operating Expenses</b> | <b>80,491</b>  |
| <b>Equipment</b>          | <b>600</b>     |
| <b>GRAND TOTAL</b>        | <b>441,049</b> |

FCCIP FY09 ASSESSMENT

Total Budget \$431,049

|             | <b>Building @ 64.45%(\$277815)</b> |           |           |               |              |                        |                    | <b>Wiring @ 18.39% (\$79267)</b> |          |          |               |              |                        |                    | <b>Plumbing @ 17.16% (\$73967)</b> |          |          |               |              |                        |                    | Total<br>By % of<br>Permit Revenue |
|-------------|------------------------------------|-----------|-----------|---------------|--------------|------------------------|--------------------|----------------------------------|----------|----------|---------------|--------------|------------------------|--------------------|------------------------------------|----------|----------|---------------|--------------|------------------------|--------------------|------------------------------------|
|             | FY05                               | FY06      | FY07      | Total<br>3yrs | Avg.<br>3yrs | % by permit<br>revenue | Share of<br>Budget | FY05                             | FY06     | FY07     | Total<br>3yrs | Avg.<br>3yrs | % by permit<br>revenue | Share of<br>Budget | FY05                               | FY06     | FY07     | Total<br>3yrs | Avg.<br>3yrs | % by permit<br>revenue | Share of<br>Budget |                                    |
| Ashfield    | \$13,400                           | \$21,186  | \$18,368  | \$52,954      | \$17,651     | 8.3%                   | \$23,144           | \$3,695                          | \$4,820  | \$5,295  | \$13,810      | \$4,603      | 7.5%                   | \$5,952            | \$3,505                            | \$6,495  | \$6,195  | \$16,195      | \$5,398      | 9.4%                   | \$6,924            | \$36,020                           |
| Bernardston | \$21,305                           | \$18,916  | \$18,453  | \$58,674      | \$19,558     | 9.2%                   | \$25,672           | \$5,425                          | \$5,340  | \$6,570  | \$17,335      | \$5,778      | 9.4%                   | \$7,476            | \$5,200                            | \$3,810  | \$5,150  | \$14,160      | \$4,720      | 8.2%                   | \$6,052            | \$39,200                           |
| Buckland    | \$18,752                           | \$13,907  | \$8,879   | \$41,538      | \$13,846     | 6.5%                   | \$18,168           | \$5,220                          | \$7,310  | \$6,470  | \$19,000      | \$6,333      | 10.3%                  | \$8,196            | \$4,840                            | \$6,910  | \$7,420  | \$19,170      | \$6,390      | 11.1%                  | \$8,196            | \$34,560                           |
| Charlemont  | \$8,165                            | \$8,844   | \$12,195  | \$29,204      | \$9,735      | 4.6%                   | \$12,780           | \$4,682                          | \$4,730  | \$3,335  | \$12,747      | \$4,249      | 6.9%                   | \$5,492            | \$3,395                            | \$3,710  | \$3,305  | \$10,410      | \$3,470      | 6.0%                   | \$4,452            | \$22,724                           |
| Conway      | \$23,280                           | \$14,727  | \$17,238  | \$55,245      | \$18,415     | 8.7%                   | \$24,172           | \$5,465                          | \$4,450  | \$5,823  | \$15,738      | \$5,246      | 8.6%                   | \$6,784            | \$5,612                            | \$4,885  | \$7,725  | \$18,222      | \$6,074      | 10.5%                  | \$7,788            | \$38,744                           |
| Erving      | \$18,858                           | \$9,505   | \$11,449  | \$39,812      | \$13,271     | 6.3%                   | \$17,420           | \$4,925                          | \$4,790  | \$3,110  | \$12,825      | \$4,275      | 7.0%                   | \$5,532            | \$5,499                            | \$3,580  | \$2,910  | \$11,989      | \$3,996      | 6.9%                   | \$5,128            | \$28,080                           |
| Gill        | \$31,630                           | \$13,525  | \$49,673  | \$94,828      | \$31,609     | 14.9%                  | \$41,440           | \$6,395                          | \$6,682  | \$8,935  | \$22,012      | \$7,337      | 12.0%                  | \$9,488            | \$9,418                            | \$4,015  | \$4,210  | \$17,643      | \$5,881      | 10.2%                  | \$7,544            | \$58,472                           |
| Hawley      | \$3,695                            | \$1,635   | \$3,087   | \$8,417       | \$2,806      | 1.3%                   | \$3,668            | \$830                            | \$1,385  | \$775    | \$2,990       | \$997        | 1.6%                   | \$1,292            | \$505                              | \$1,130  | \$870    | \$2,505       | \$835        | 1.5%                   | \$1,072            | \$6,032                            |
| Heath       | \$7,270                            | \$10,076  | \$9,050   | \$26,396      | \$8,799      | 4.2%                   | \$11,528           | \$2,060                          | \$2,760  | \$2,210  | \$7,030       | \$2,343      | 3.8%                   | \$3,028            | \$2,208                            | \$2,300  | \$3,555  | \$8,063       | \$2,688      | 4.7%                   | \$3,448            | \$18,004                           |
| Leverett    | \$21,870                           | \$17,348  | \$17,032  | \$56,250      | \$18,750     | 8.9%                   | \$24,588           | \$5,015                          | \$6,495  | \$5,300  | \$16,810      | \$5,603      | 9.1%                   | \$7,244            | \$3,954                            | \$6,040  | \$7,105  | \$17,099      | \$5,700      | 9.9%                   | \$7,308            | \$39,140                           |
| Leyden      | \$10,625                           | \$3,078   | \$5,483   | \$19,186      | \$6,395      | 3.0%                   | \$8,392            | \$0                              | \$0      | \$0      | \$0           | \$0          | 0.0%                   | \$0                | \$2,990                            | \$2,000  | \$1,110  | \$6,100       | \$2,033      | 3.5%                   | \$2,604            | \$10,996                           |
| Shelburne   | \$10,773                           | \$18,685  | \$18,067  | \$47,525      | \$15,842     | 7.5%                   | \$20,780           | \$5,057                          | \$5,860  | \$6,925  | \$17,842      | \$5,947      | 9.7%                   | \$7,696            | \$4,300                            | \$3,570  | \$7,845  | \$15,715      | \$5,238      | 9.1%                   | \$6,716            | \$35,192                           |
| Shutesbury  | \$13,717                           | \$17,378  | \$14,132  | \$45,227      | \$15,076     | 7.1%                   | \$19,780           | \$0                              | \$0      | \$0      | \$0           | \$0          | 0.0%                   | \$0                | \$0                                | \$0      | \$0      | \$0           | \$0          | 0.0%                   | \$0                | \$19,780                           |
| Rowe        | \$0                                | \$0       | \$0       | \$0           | \$0          | 0.0%                   | \$0                | \$0                              | \$2,195  | \$1,995  | \$4,190       | \$2,095      | 3.4%                   | \$2,712            | \$0                                | \$0      | \$1,070  | \$1,070       | \$1,070      | 1.9%                   | \$1,376            | \$4,088                            |
| Whately     | \$20,112                           | \$20,773  | \$19,187  | \$60,072      | \$20,024     | 9.5%                   | \$26,280           | \$5,820                          | \$5,270  | \$8,320  | \$19,410      | \$6,470      | 10.6%                  | \$8,372            | \$3,542                            | \$4,588  | \$4,423  | \$12,553      | \$4,184      | 7.3%                   | \$5,364            | \$40,016                           |
|             | \$223,452                          | \$189,583 | \$222,293 | \$635,328     | \$211,777    | 100.0%                 | \$277,812          | \$54,589                         | \$62,087 | \$65,063 | \$181,739     | \$61,276     | 100.0%                 | \$79,264           | \$54,968                           | \$53,033 | \$62,893 | \$170,894     | \$57,677     | 100.0%                 | \$73,972           | \$431,048                          |