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RESOLUTION NO.

A RESOLUTION OF THE COMMISSIONERS OF THE TOWN OF DEWEY BEACH AUTHORIZING THE TOWN MANAGER TO ENTER INTO A CONTRACT WITH DAVE NAPLES OF CODE SOLUTIONS, INC. TO PROVIDE CONSULTING SERVICES RELATED TO BUILDING PLAN REVIEW AND TOWN CODE COMPLIANCE

WHEREAS, the Town’s Building Official resigned from the position in December 2025; and

WHEREAS, the Town is actively searching for a permanent replacement Building Official; and

WHEREAS, the Town requires professional services to review building permit applications, conduct inspections, and other services that will enable the Town to administer and enforce the Town building code and applicable regulations; and

WHEREAS, in order to ensure continuity of operations and maintain the administration and enforcement of the Town’s building and construction regulations, the Town desires to retain the services of an experienced professional to provide the required services; and

WHEREAS, Dave Naples of Code Solutions, Inc. possesses the experience and qualifications necessary to provide such services; and

WHEREAS, the Town Manager has negotiated the terms of a contract with Dave Naples of Code Solutions, Inc. to perform such services.

NOW, THEREFORE, BE IT RESOLVED by the Mayor and Town Council that the Town of Dewey Beach hereby accepts the contract attached hereto and incorporated herein by this reference as though restated in full.

Approved by majority vote of the Dewey Beach Town Council on March 20, 2026.

Mayor, William Stevens

Town Manager, Bill Zolper



Single Source Building Code Consulting
Electronic Plan Review Specialists

Code Solutions International, LLC
24211 Clifford Lane, Harbeson DE 19951
302/743-4715
codesolutionsint@gmail.com

INDEPENDENT CONTRACTOR AGREEMENT

(Building Department)

2026/2027

This Independent Contractor Agreement (this "Agreement") is made effective as of **April 1, 2026**, by and between **Town of Dewey Beach– Building Department** (the "Recipient"), of 105 Rodney Ave, Dewey Beach DE 19971, and Code Solutions International LLC (the "Contractor"), of 24211 Clifford Lane, Harbeson DE 19951. In this Agreement, the party who is contracting to receive the services shall be referred to as "Recipient", and the party who will be providing the services shall be referred to as "Contractor."

1. DESCRIPTION OF SERVICES. Beginning on **April 1, 2026**, the Contractor will provide the following services (collectively, the "Services"):

Plan Review services to include construction plan examination, building/Town code consultation/review services, floodplain compliance technical plan review and associated consultation services consistent with standard industry practices. Town Code/Floodplain compliance field inspection services as requested. Contractor will facilitate each review as soon as is practicable and return the applicable documents to the Town for further processing.

The Town retains responsibility for final approval of building permits and any enforcement actions required to ensure compliance with the Town Code and other regulatory requirements.

2. PAYMENT FOR SERVICES. The Recipient will pay compensation to the Contractor for the Services. Payments will be made as follows:

\$107.50.00 per hour including travel time. (Contract amount not to exceed \$35,000 per contract year)

The Contractor will issue invoices **bi-weekly** to define the work period concluding on Friday of every other week. Recipient shall pay all undisputed invoices as promptly as possible but within 15 calendar days of receipt. Late payments may be assessed at a fee of \$75 per week. No deduction shall be made from Contractor's compensation on account of penalty, liquidated damages or other sums withheld from payments to others or on account of the cost of changes in the work other than those for which Contractor is directly responsible.

Disputes of invoices for payments, or portions thereof, shall be brought to Contractor's attention in writing within 14 calendar days of the receipt of the invoice for payment by Recipient.

No other fees and/or expenses will be paid to the Contractor unless such fees and/or expenses have been approved in advance by the appropriate executive on behalf of the Recipient in writing. The Contractor shall be solely responsible for any and all taxes, Social Security contributions or payments, disability insurance, unemployment taxes, and other payroll type taxes applicable to such compensation.

3. TERM/TERMINATION. This Agreement shall terminate automatically on **April 1, 2027 (1- year contract)**. Either Party may terminate the Agreement upon thirty (30) days' written notice. Notwithstanding the foregoing, either the Contractor or Recipient may terminate this Agreement upon the other Party's material breach of this Agreement, provided that: (a) the nonbreaching Party sends written notice to the breaching Party describing the breach in reasonable detail; and (b) the breaching Party does not cure the breach within twenty (20) working days following its receipt of such written notice. Contractor will be compensated for its Services rendered to the date of termination. Termination of this Agreement for any reason whatsoever shall not affect any right or obligation of any party which is accrued or vested prior to the termination, and any provisions of this Agreement relating to any such right or obligation shall be deemed to survive the expiration or earlier termination of this Agreement.

A regular, ongoing relationship of indefinite term is not contemplated. The Recipient has no right to assign services to the Contractor other than as specifically contemplated by this Agreement. However, the parties may mutually agree that the Contractor shall perform other services for the Recipient, pursuant to the terms of this Agreement.

4. RELATIONSHIP OF PARTIES. It is understood by the parties that the Contractor is an independent contractor with respect to the Recipient, and not an employee of the Recipient. The Recipient will not provide fringe benefits, including health insurance benefits, paid vacation, or any other employee benefit, for the benefit of the Contractor.

It is contemplated that the relationship between the Contractor and the Recipient shall be a non-exclusive one. The Contractor also performs services for other organizations and/or individuals. The Contractor represents that it presently has no known interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. CONTRACTOR further represents that no persons having any such interest shall be employed to perform those services. Contractor further agrees to immediately disclose any potential conflicts that may arise during the duration of this contractual agreement and will recuse itself as may be necessary.

5. RECIPIENT'S CONTROL. The Recipient has no right or power to control or otherwise interfere with the Contractor's mode of effecting performance under this Agreement. The Recipient's only concern is the result of the Contractor's work, and not the means of accomplishing it. Except in extraordinary circumstances and when necessary, the Contractor shall perform the Services without direct supervision by the Recipient.

6. PROFESSIONAL CAPACITY. The Contractor is a professional who uses its own professional and business methods to perform services. The Contractor has not and will not receive training from the Recipient regarding how to perform the Services.

- 7. NO LOCATION ON PREMISES.** The Contractor may have a desk or other equipment either located at or furnished by the Recipient. Except to the extent that the Contractor works in a territory as defined by the Recipient, its services are not integrated into the mainstream of the Recipient's business.
The Contractor may work remotely as mutually agreed upon by both parties, such as for periods when the Town of Dewey Beach Building Department is closed.
- 8. NO SET WORK HOURS.** The Contractor has no set hours of work. There is no requirement that the Contractor work full time or otherwise account for work hours. The Recipient and Contractor further agree that 0 billable hours will accrue should they mutually agree, in writing or otherwise, to such arrangement on a case-by-case basis, such as for pre-arranged vacation time, unless mutually agreeable coverage by another qualified sub-contractor is made. **This contract agreement contemplates an on-called, as needed relationship. All work is to be assigned by the Recipient to the Contractor.**
- 9. EXPENSES PAID BY CONTRACTOR.** The Contractor's business and travel expenses are to be paid by the Contractor and not by the Recipient.
- 10. CONFIDENTIALITY.** Contractor may have had access to proprietary, private and/or otherwise confidential information ("Confidential Information") of the Recipient. Confidential Information shall mean all non-public information which constitutes, relates or refers to the operation of the business of the Recipient, including without limitation, all financial, investment, operational, personnel, sales, marketing, managerial and statistical information of the Recipient, and any and all trade secrets, customer lists, or pricing information of the Recipient. The nature of the information and the manner of disclosure are such that a reasonable person would understand it to be confidential. The Contractor will not at any time or in any manner, either directly or indirectly, use for the personal benefit of the Contractor, or divulge, disclose, or communicate in any manner any Confidential Information. The Contractor will protect such information and treat the Confidential Information as strictly confidential. This provision shall continue to be effective after the termination of this Agreement. Upon termination of this Agreement, the Contractor will return to the Recipient all Confidential Information, whether physical or electronic, and other items that were used, created, or controlled by the Contractor during the term of this Agreement.

This Agreement is in compliance with the Defend Trade Secrets Act and provides civil or criminal immunity to any individual for the disclosure of trade secrets: (i) made in confidence to a federal, state, or local government official, or to an attorney when the disclosure is to report suspected violations of the law; or (ii) in a complaint or other document filed in a lawsuit if made under seal.
- 11. INJURIES.** The Contractor acknowledges the Contractor's obligation to obtain appropriate insurance coverage for the benefit of the Contractor (and the Contractor's employees, if any). The Contractor waives any rights to recovery from the Recipient for any injuries that the Contractor (and/or Contractor's employees) may sustain while performing services under this Agreement and that are a result of the negligence of the Contractor or the Contractor's employees. Contractor will provide the Recipient with a certificate naming the Recipient as an additional insured party upon request.

- 12. NO RIGHT TO ACT AS AGENT.** An "employer-employee" or "principal-agent" relationship is not created merely because (1) the Recipient has or retains the right to supervise or inspect the work as it progresses in order to ensure compliance with the terms of this Agreement or (2) the Recipient has or retains the right to stop work done improperly. The Contractor has no right to act as an agent for the Recipient and has an obligation to notify any involved parties that it is not an agent of the Recipient.
- 13. ENTIRE AGREEMENT.** This Agreement constitutes the entire contract between the parties. All terms and conditions contained in any other writings previously executed by the parties regarding the matters contemplated herein shall be deemed to be merged herein and superseded hereby. No modification of this Agreement shall be deemed effective unless in writing and signed by the parties hereto.
- 14. WAIVER OF BREACH.** The waiver by the Recipient of a breach of any provision of this Agreement by Contractor shall not operate or be construed as a waiver of any subsequent breach by Contractor.
- 15. 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 a court finds that any provision of this Agreement is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.
- 16. APPLICABLE LAW.** This Agreement shall be governed by the laws of the State of Delaware.
- 17. SIGNATORIES.** This Agreement shall be signed by Bill Zolper, Town Manager, Town of Dewey Beach and by David Naples, Member on behalf of Code Solutions International LLC. This Agreement is effective as of the date first above written.

RECIPIENT:

Town of Dewey Beach

By: _____

Bill Zolper - Town Manager

CONTRACTOR:

Code Solutions International LLC

By: _____

David Naples - Member /owner