

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, made and entered into on this 14 day of January, 2010, by and between the CHRISTIAN COUNTY, MISSOURI, a second class county (hereinafter referred to as "Christian County") and GREENE COUNTY, MISSOURI, a first class non-charter county (hereinafter referred to as "Greene County").

WHEREAS, Christian County has adopted building codes for the unincorporated areas of Christian County and has a Building Code Department with inspectors; and

WHEREAS, Greene County has a Building Code Department with inspectors and is agreeable to providing Building Code inspectors for Christian County on an "as needed" basis if there is an inadequate number of Christian County Building Code inspectors due to illness or other unexpected circumstances; and

WHEREAS, the parties desire to enter into this Intergovernmental Agreement pursuant to the authority of Section 70.010, RSMo., for the purpose of providing building permit issuance and building inspection services for the unincorporated areas of Christian County; and to define the manner in which each of the parties will participate in the provision of such services.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter contained, the parties agree as follows:

A. SERVICES TO BE PROVIDED. Christian County hereby requests and Greene County agrees to provide through its Building Code Department Building Inspectors to perform building permit and inspection services in the unincorporated areas of Christian County for all phases of construction, both commercial and residential, according to the International Building Codes presently adopted by the Christian County Commission under Christian County Commission Order 03-13-08-1, or any subsequent amendment thereto. Said services shall include reviewing building permit applications, reviewing building plans, providing building inspections, and issuing certificates of occupancy. Christian County will produce and provide all necessary forms for the processing of such building permit applications.

B. PERSONNEL.

1. Every Greene County inspector and employee engaged in performing any of the services for Christian County enumerated in paragraph A above shall have full authority to act as a building inspector for Christian County in the administration and enforcement of all its applicable building code provisions as if said inspector was a duly authorized building inspector for Christian County. However, every Greene County inspector engaged in performing any of the enumerated services shall remain an officer or employee of Greene County while performing the same and the relationship of the Greene County Building Code Department and its inspectors to

Christian County under this Agreement is that of an independent contractor. In this capacity, and for the sole purpose of providing the services contracted for hereunder, the Greene County Building Code inspectors provided under this Agreement shall be considered to be agents of the Christian County Building Code Department. For all other purposes, however, Greene County Building Code inspectors provided under this Agreement shall be considered to be officials or employees of Greene County and not employees of Christian County. All other persons who are employed by or acting as agents of Christian County shall be considered to be employees or agents of Christian County.

2. The rendition of services provided for herein, the standards of performance, the discipline of officers and employees, and other matters incident to the performance of such services and the control of personnel so employed, shall remain solely with Greene County. In the event of a dispute between the parties herein as to the extent to the duties and services to be rendered hereunder, or the minimum level or manner of performance of such services, the determination thereof made by Greene County shall be final and conclusive as between the parties hereto.

C. COMPENSATION. All permit and application fees for inspection services described above shall be collected by Christian County, and Greene County waives any charge or fees for building inspection services performed by its inspectors in Christian County on an "as needed" basis.

D. DANGEROUS BUILDINGS. This agreement does not grant authority, require, nor bind the Greene County Building Inspections Department to perform inspections or perform enforcement actions on Dangerous or Unsafe Buildings as described in Christian County Order 03-13-08-01, 'Adoption of Building Codes and Regulations for Christian County'.

E. FLOOD PLAIN. This agreement does not grant authority or require the Greene County Building Inspections Department to act as a flood plain administrator, nor interpreter of the requirements of the National Flood Insurance Program (NFIP) as it may apply to Christian County.

It will be the sole responsibility of Christian County to provide all necessary information at the time a permit application is made for each building project such as the Base Flood Elevation (BFE), Design Flood Elevation (DFE), and any pertinent items such as extra freeboard requiring above the minimums as set for the NFIP, or other required information. In return, the Greene County Building Inspections Department will provide building inspections services in conformance with the International Code Council Family of Codes as it pertains to construction within SFHA's.

F. PROSECUTION OF VIOLATIONS. Greene County Building Inspectors agree to report all violations noted during inspection and any corrective process. Greene County, however, shall not be obligated to participate in or actually prosecute any violation

of the Christian County Building Code Regulations which shall be Christian County's sole responsibility. In the event construction on any project within the unincorporated areas of Christian County proceeds in violation of any Christian County Building Code requirement, the Christian County Building Code Department administrator and/or the Prosecuting Attorney may proceed with enforcement under the County's Zoning Codes and/or Building Codes. Greene County agrees to provide any necessary witnesses for such prosecutions.

G. LIABILITY.

1. Whenever Greene County building inspection personnel are sent to Christian County pursuant to this Agreement, the jurisdiction, authority, rights, privileges, and immunities, including coverage under the workers' compensation laws, which they have shall be extended to and include the areas of Christian County in which like benefits and authorities are or could be extended as a result of the request for assistance when Greene County personnel are acting within the scope of the authority conferred by this Agreement.

2. Greene County shall not assume any liability for the intentional, willful or wanton, or negligent acts of Christian County or of any officer or employee thereof in the performance of this Agreement. Likewise, Christian County shall not assume any liability for intentional, willful or wanton, or negligent acts of Greene County or of any officer or employee thereof in the performance of this Agreement. Greene County shall assume all liability and responsibility for damage to its own apparatus and/or equipment. Greene County shall also assume all liability and responsibility for any damage caused by its own equipment or the negligence of its personnel while en route to or returning from the performance of inspection duties in Christian County.

3. The parties further agree that nothing in this Agreement shall be construed as waiving or limiting any of their respective rights, and/or defenses with regard to governmental, sovereign or official immunity as provided by the Missouri common law, Section 537.600 and Section 537.610, RSMo., or any other state or federal statute or constitution.

H. MISCELLANEOUS.

1. This document constitutes the entire agreement between the parties.

2. If either party to this Agreement is dissatisfied with the other party's performance of its duties pursuant of this Agreement, and such dissatisfaction cannot be resolved between the parties, the dissatisfied party's sole remedy is to terminate this Agreement as herein provided.

3. This Agreement is effective as of the date on which it is signed by all of the representatives of the parties, as provided in the signature portion of this Agreement. This Agreement shall remain in effect unless it is superseded by a new

written agreement which is mutually acceptable to and signed by both parties, or until it is terminated by either party, provided that any such unilateral termination shall not be effective until thirty (30) days after the date on which the terminating party provides to the other party written notification of its intent to terminate. Any such notice of termination shall be directed to the attention of the representative or representative signing this Agreement for the nonterminating party as specified in the signature portion of this Agreement, and shall be considered to have been provided on the date of postmarking, if the notice is placed in the U.S. mail, first class certified, postage paid with return receipt requested, or on the date of delivery, if the notice is delivered in any other manner.

4. Should any of the provisions of this Agreement be held or be invalid or unenforceable by a court of competent jurisdiction, then the balance of this Agreement shall be held to be in full force and effect, and this Agreement shall be interpreted as if such invalid provision or covenant were not contained herein.

5. This Agreement may be amended by the parties at any time during its terms, provided that any such amendment is agreed to in writing and signed by the authorized representatives of the parties executing this Agreement as set forth in the signature portion below.

6. The parties, in their corporate and representative governmental capacities, are the only entitled intended to be the beneficiaries of this Agreement and no other person or entity is so intended.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed the day and year first above written.

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IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed the day and year first above written.

CHRISTIAN COUNTY, MISSOURI

GREENE COUNTY, MISSOURI

By: *John Grubaugh*
John Grubaugh, Presiding Commissioner

David L. Coonrod
David L. Coonrod
Presiding Commissioner

By: *William Barnett*
William Barnett, Western Commissioner

Harold Bengsch
Harold Bengsch
Commissioner 1st District

By: *Tom Huff*
Tom Huff, Eastern Commissioner

Roseann Bentley
Roseann Bentley
Commissioner 2nd District

ATTEST:

ATTEST:

By: *Kay Brown*
Christian County Clerk

By: *Richard Embrey*
Greene County Clerk

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: *[Signature]*
Christian County Counselor

By: *[Signature]*
Greene County Counselor

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Auditor Certification

I certify that the expenditure contemplated by this document is within the purpose of the appropriation to which it is to be charged and that there is an unencumbered balance of anticipated revenue appropriated for payment of same.

Cindy S. Stein
Cindy S. Stein, Auditor