

INTERTOWN
MEMORANDUM OF UNDERSTANDING
REGARDING BUILDING INSPECTION SERVICES

I HEREBY CERTIFY THAT THIS
IS A TRUE COPY OF THE
ORIGINAL DOCUMENT

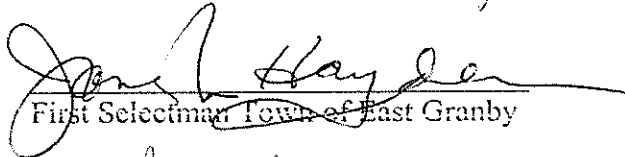
Michael Schiedt
Executive Assistant to CAO

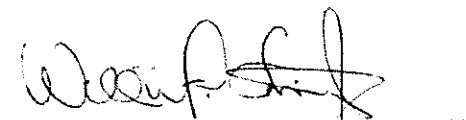
1. Recital: The signatories to this Memorandum of Understanding are the chief executive officers of the Towns of Canton, Simsbury, East Granby, Granby, Hartland, and Suffield, with the authority and the duty of appointing building officials in their respective towns under the provisions of Conn. Gen. Stat. §29-260. The building officials in these towns have found it necessary from time to time to call upon the assistance of each other when temporary absences from work, work load, areas of expertise among them and the like indicate. It is the intent of the signatories hereto to regularize a useful and desirable practice.
2. Designation of Assistant Building Officials: Each signatory hereto does hereby designate the building official of each other town as an assistant building official in their town.
3. Reimbursement of Participating Towns for Short Term and Long Term Use of Assistant Building Officials: It is anticipated that short term coverage (three weeks or less) by any assistant building official designated as such herein to any other town herein named will generally occur during normal work times and short term coverage will approximately equalize with short term coverage performed by that town's building official as an assistant in his town. Thus, no town will be obliged to compensate any assistant herein named for his services or mileage as such, but the town which employs him as building official shall be solely responsible for his compensation. It is, however, recognized that inequity could occur in the event services by the building official of one town to any particular other town as an assistant substantially exceeded the time reciprocally rendered by the latter town's building official as an assistant in the former town. Town's Chief Executive Officers can enter into separate long term coverage agreements to compensate for such inequities of services and mileage reimbursement, if the assistant building official has covered another Town's building official position for more than 3 weeks for any single Town within a calendar year. Reimbursement rates for such contracted services shall be \$45 per hour and mileage will be reimbursed at the current IRS mileage rate to the Town performing such long term coverage. Accordingly, the signatories agree that their respective building officials will maintain records, in a form which the signatories shall agree upon, of the time expended by them during their normal working day as assistant in each of the other towns.
4. Service as Assistant During Other Than Normal Hours: From time to time, occasioned by larger projects, plan review requirements and the like, it may become necessary to request the services of another town's building official to serve as an assistant in the requesting time at hours or on days outside the assistant's normal work day. In that event, his services shall be paid for directly to him by the requesting town at the rate of \$45 per hour. Such services shall not create an employer-employee relationship between the requesting town and the assistant but shall be considered contract services.
5. Sharing of Services and Expertise: Said agreement shall not preclude Building Officials of sharing services on large projects or cooperatively sharing individual expertise. Such sharing of services will in general occur during normal office hours and no contract rate


is necessary. The job of a Building Official requires them to be proficient in many disciplines. By sharing services and expertise the collective Towns within this agreement can pool their resources regionally to provide better service to the public


6. Primary Obligations of Assistants: The parties acknowledge that the primary responsibility of each building official is to serve the town by which he is employed as such. Nothing in this memorandum of understanding shall oblige any building official to provide service to any other town as an assistant except to the extent his primary duties allow and he is willing to do so.
7. Indemnification: Each signatory acknowledges that services by any building official as an assistant to another town does not create any employer-employee relationship between such town and such building official. Notwithstanding the foregoing, each town shall indemnify each other town and hold such other town harmless from and against any and all claims arising out of the services rendered to it as an assistant by the building official of such other town.
8. Annual review: The signatories hereto agree that they will annually jointly review the terms of this memorandum to insure that it is the continuing best interests of their respective towns, and will make such amendments to its terms as they may then agree upon.
9. Termination: The apportionment herein of the building official of each other town as the assistant building official in the signatories' respective towns shall automatically terminate as to any such building official the upon the termination of his employment as building official or his failure to maintain proper certification as building official. In addition, each signatory hereto may terminate his, his town's and his town's building officer's participation by written notice to each other signatory at any time.


Dated this 13th day of August, 2010

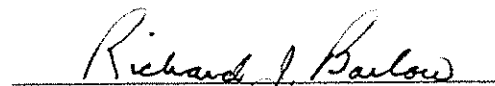

First Selectman, Town of East Granby


Town Manager, Town of Granby

 9-22-10
First Selectman, Town of Hartland

 9/25/10
First Selectman, Town of Suffield


First Selectman, Town of Simsbury


First Selectman, Town of Canton