

## **AGREEMENT FOR SHARING BUILDING OFFICIAL**

Agreement entered into on \_\_\_\_\_, 2023 by and between the Charter Township of Madison, a Michigan municipal corporation (Madison) whose address is 4008 South Adrian Highway, Adrian, MI and the Charter Township of Adrian, a Michigan municipal corporation (Adrian) whose address is 2907 Tipton Highway, Adrian, MI 49221 the terms of which are as follows:

### **RECITAL**

- A. Madison employs David Rincon as its building official (hereafter referred to as the "Building Official").
- B. Adrian desires to utilize the services of the Building Official to perform services related to building code enforcement with Adrian.

### **IT IS THEREFORE AGREED AS FOLLOWS:**

1. Madison and Adrian will equally share the cost for the services of the Building Official. Such costs shall include all salary and benefits payable to the Building Official, as determined by Madison. The amount payable from Adrian to Madison for calendar year 2024 is \$57,439.00.
2. The Building Official will use a vehicle provided by Madison when performing services in both Townships. Adrian shall pay Madison, at current federal rate, for all miles driven by the Building Official while performing work on behalf of Adrian.
3. Adrian shall purchase a magnetic sign stating, "Adrian Township". This sign shall be affixed to the vehicle provided by Madison whenever the Building Official is performing any work on behalf of Adrian.
4. Adrian and Madison shall obtain liability and automobile insurance covering the Building Official for those times that he is performing work on behalf of respective Townships. Each Township shall be listed as an additional named insured under each other's policies.
5. Adrian agrees to indemnify and hold the Madison harmless from all claims of any kind and nature, including actual reasonable attorney fees, arising out of any work performed by the Building Official while working for Adrian and/or from any claims occurring at or during any time that the Building Official, is working for or on behalf of Adrian.
6. Madison agrees to indemnify and hold Adrian harmless from all claims of any kind and nature, including actual reasonable attorney fees, arising out of any work performed by the Building Official while working for Madison and/or from any claims occurring at or during any time that the Building Official, is working for or on behalf of Madison.

7. Madison will submit a monthly bill to Adrian for services rendered by the Building Official and for mileage. Adrian agrees to remit payment within 10 days of receipt of the bill.
8. While the parties agree that the exact amount of time spent by the Building Official cannot and should not be dictated by this Agreement, the Building Official should strive to spend equal amounts of time performing services in both townships.
9. The term of this Agreement shall be for one (1) year commencing January 1, 2024. This Agreement shall not renew at the end of the initial term. The parties may, however, at any time prior to the expiration of this Agreement mutually agree to extend the term on such terms and conditions as they hereafter determine.
10. This Agreement may be terminated by either party at any time by providing the other party with 30 days written notice, sent to the above addresses, of intent to terminate. In the event this Agreement is terminated, Adrian shall owe Madison for all services performed by the Building Official up to the effective date of termination.

\_\_\_\_\_  
GARY GRIEWAHN, Supervisor  
Madison Charter Township

\_\_\_\_\_  
JAMES KOEHN, Supervisor  
Adrian Charter Township

Date signed: \_\_\_\_\_

Date signed: \_\_\_\_\_