

**INTERGOVERNMENTAL AGREEMENT**

THIS INTERGOVERNMENTAL AGREEMENT (the “Agreement”), is made and executed in three (3) original copies on this \_\_\_\_ day of \_\_\_\_\_, 200\_\_, by and between the following:

\_\_\_\_\_ (“LENDER”), a political subdivision of the State of Louisiana, herein represented by \_\_\_\_\_, its duly authorized \_\_\_\_\_; and

\_\_\_\_\_ (“BORROWER”), a political subdivision of the State of Louisiana, herein represented by \_\_\_\_\_, its duly authorized \_\_\_\_\_.

**BACKGROUND**

A. Political subdivisions are confronted with the mandate to employ the services of a “council-certified building official” or a “certified building inspector” (collectively, a “Certified Building Inspector”) brought on by the mandate imposed under La. R.S. 40:1730.25.

B. There is a lack of Certified Building Inspectors available for the work required under La. R.S. 40:1730.25.

C. Various political subdivisions, including BORROWER, are unable to find or employ such Certified Building Inspectors.

D. It is thus essential that economics be identified and realized, especially in areas in which building inspection requirements may be fulfilled with economies of scale in the least costly manner.

E. Savings may be realized by two political subdivisions sharing the services of a single Certified Building Inspector, without sacrificing the level of inspection service.

F. BORROWER desires to obtain on a contract basis the services of the Certified Building Inspector retained and/or employed by LENDER.

G. LENDER is able to provide the part-time services of a Certified Building Inspector within the jurisdiction of BORROWER at a lower cost than BORROWER would incur if it employed its own separate Certified Building Inspector to provide comparable services.

H. LENDER is willing to provide the part-time services of a Certified Building Inspector to BORROWER on the basis of a per-inspection fee contract.

I. Intergovernmental cooperative endeavor agreements and contracts in order to afford economy of operations through the use of administrative and operating personnel and

equipment upon such basis of compensation as may be mutually agreed upon are authorized and provided for by the provisions of La. R.S. 40:1730.25, La. R.S. 40:1730.24 and La. R.S. 33:1324, *et seq.*

## AGREEMENT

NOW, THEREFORE, in consideration of these premises and advantages to be received by both LENDER and BORROWER, LENDER and BORROWER do, therefore, agree as follows:

### I. SCOPE OF SERVICES

A Making Certified Building Inspector Available. LENDER agrees to make available to BORROWER the part-time services of a Certified Building Inspector under the following conditions:

1. BORROWER, acting through \_\_\_\_\_, shall request the services to be provided hereunder on a case by case basis by submitting a request to LENDER on a written form mutually agreed upon by the parties.

2. The Certified Building Inspector loaned by LENDER shall perform the services required by BORROWER at such times as do not conflict with his duties as an agent or employee of LENDER. In this regard, it is understood that the duties of the Certified Building Inspector for LENDER shall take priority over any availability to BORROWER.

### II. ASSUMPTION OF LIABILITIES/INSURANCE

A. BORROWER shall not be called upon to assume any liability for the direct or indirect payment of any salaries, wages, benefits or other compensation owed to any employee or agent of LENDER that may be loaned to BORROWER to perform building inspection services hereunder for BORROWER, and LENDER hereby assumes such liabilities.

B. In the event that the statutory immunity provided for in R.S. 40:1730.23 is held to be inapplicable, BORROWER agrees to indemnify and hold LENDER and its employees and/or agents harmless from, and shall defend and indemnify LENDER and its employees and/or agents against any claim for damages arising out of the performance of this Agreement.

C. All parties agree that they have and will continue to maintain all insurance or indemnity coverage through an Intergovernmental Risk Sharing Pool as authorized by Statute, which insurance or coverage includes, but is not limited to, automobile, general liability, workers' compensation, and professional liability insurance, in good and solvent insurance companies or Intergovernmental Risk Sharing Pools authorized by statute, to provide indemnity or coverage for all personnel performing services under this Agreement and for all services performed under this Agreement.

### III. TERM OF AGREEMENT/TERMINATION

This Agreement shall have a term of one (1) year commencing on \_\_\_\_\_, 200\_\_\_\_, and shall continue through and until \_\_\_\_\_, 200\_; provided, however, that this Agreement shall continue for successive terms of one (1) year each unless and until either party gives the other party at least ninety (90) days notice that the Agreement will terminate on its then scheduled termination date; provided, however, that in the event that LENDER can no longer provide the service or personnel required or referred to herein, this agreement shall be terminable immediately upon written notice. This Agreement may be terminated sooner by the non-defaulting party in the event the defaulting party fails to cure an alleged default, including the non-payment of the fees referred to herein, within fifteen (15) days after the non-defaulting party gives the defaulting party notice of the alleged default.

**IV. PAYMENT**

A. For the services provided herein, BORROWER agrees to pay LENDER a fee of \$\_\_\_\_\_ per inspection performed by the Certified Building Inspector loaned by LENDER to BORROWER, which amounts shall be billed monthly.

B. The fee referenced above billed to BORROWER is based upon the cost for an inspection paid to LENDER for inspections within the jurisdiction of LENDER and may be adjusted annually by notice from LENDER to BORROWER.

**V. GENERAL PROVISIONS**

A. Along with the invoice for the fee described in Section IV, LENDER shall submit to BORROWER monthly activity reports detailing the activities of the Certified Building Inspector under this Agreement.

B. Any alterations, variations, modifications, or waivers of provisions of this Agreement shall be valid only when they have been reduced to writing, signed by authorized representatives of LENDER and BORROWER and attached to the original of this Agreement.

C. All notices, requests, consents, and other communication required or permitted hereunder shall be in writing and shall be personally delivered, electronically delivered by telecopy or telex or mailed by using U.S. first-class, registered or certified mail, return receipt requested, postage prepaid, to the following addresses or to such other address as the parties hereto may designate in writing:

LENDER	BORROWER
Attention: Tel: Fax:	Attention: Tel: Fax:

**DRAFT** January 15, 2007 (7:23 PM)

All such notices, requests, consents and other communications shall be deemed to be properly given if delivered personally or, if sent by U.S. Mail, registered or certified, return receipt requested, three (3) business days after the same have been deposited in the United States Mail, addressed and postage prepaid as set forth above or, if sent by Federal Express (or other nationally recognized overnight carrier), the day after delivery to Federal Express (or other nationally recognized overnight carrier) or, if sent electronically, upon verification of receipt.

IN WITNESS WHEREOF, the parties hereto have caused these present to be executed by their respective officers, duly authorized on the day and the year first above written.

\_\_\_\_\_, Louisiana, this \_\_\_\_ day of \_\_\_\_\_, 2007.

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

WITNESSES:

\_\_\_\_\_

\_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_