

MEMORANDUM OF UNDERSTANDING

1. Recital: The signatories to this Memorandum of Understanding are the chief executive officers of the Towns of 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 his town.

3. Reimbursement of Participating Towns: It is anticipated that services by any assistant building official designated as such herein to any other town herein named will generally occur during normal work times and over time will approximately equalize with services 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 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. 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. All such records shall be presented to the signatories by the tenth day following the end of each calendar quarter. In the event such records show that the building official for any town has expended more than five hours in that quarter as an assistant to another town in excess of the number of hours that the building inspector of that town has expended in serving as assistant in the former town, the latter town shall reimburse the former town for all such excess hours at the rate of \$25.00 per hour, such reimbursement to be made by the end of the month next succeeding the end of the calendar quarter. Thus, for illustration, if the building official of Town A serves Town B as assistant for 10 hours in a given calendar quarter, and the building official of Town B has served Town A as assistant for 4 hours, Town B will reimburse

Town A for one hour of service, namely \$25.00; if, however, the building official of Town B has served Town A for 5 hours, no reimbursement will be made.

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 \$25 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. 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.

6. 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 services rendered to it as an assistant by the building official of such other town.

7. 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.

8. 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 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 _____ day of _____, 1998.

First Selectman, Town of East Granby

Town Manager, Town of Granby

First Selectman, Town of Hartland

First Selectman, Town of Suffield