

**INTERGOVERNMENTAL AGREEMENT BETWEEN  
THE CITY OF TRENTON AND  
THE CITY OF GIBRALTAR, MICHIGAN**

**THIS AGREEMENT** is between the City of Trenton (“Trenton”), and the City of Gibraltar, (“Gibraltar”) Michigan, both of which are Michigan municipal corporations.

**WHEREAS**, the Cities of Trenton and Gibraltar both recognize the efficiencies and economies that could be achieved by elimination of the duplication in operating separate building departments to conduct property inspections and code enforcement in adjacent communities and that each will benefit from the consolidation; and

**WHEREAS**, the assistance rendered by Trenton’s Building Department to Gibraltar in the enforcement of uniform building codes set forth in the Michigan Building Code, 2009 Edition, as may be amended from time to time, may produce tangible benefits for Gibraltar in reducing operating costs while providing protection for city’s building stock;

**NOW, THEREFORE**, it is hereby agreed as follows:

1. The Trenton Building Department is hereby authorized and directed to receive and issue building permits and conduct building inspections for Gibraltar residents, and if requested, conduct site plan reviews, rental inspections, implement a “due on sale” program for homes where ownership is being transferred, including “berm” inspections, vacant property registration and Ordinance inspections, and appear as witnesses in court proceedings.
  
2. The Trenton Building Department will accept calls and respond to inquiries regarding building and zoning matters, from residents of Gibraltar.

3. Trenton is further duly authorized and empowered to issue citations for violations of Gibraltar Building Code, including the Michigan Building code, 2009 Edition, as amended from time to time.
4. Trenton shall charge Gibraltar residents for permits and inspections and the City of Gibraltar for all other services requested by it, in accordance with Trenton's published rate schedule and shall retain all such fees.
5. Trenton building officials, when requested, attend all scheduled meetings with Gibraltar planning officials in consideration for receiving and retaining application fees for zoning and planning.
6. Trenton's inspectors will be available for assignments during normal business hours, on Monday through Friday, except holidays, as scheduled by Trenton.
7. Gibraltar will provide Trenton and its building officials with all necessary copies of its local codes for enforcement purposes and provide periodic updates on a timely basis.
8. Trenton will offer any new electronic programs for permits, payment and scheduling of inspections which it employs for its own residents, available to residents of Gibraltar within a reasonable time following implementation of its own program.
9. The effective date of transfer of responsibilities from Gibraltar to Trenton shall be July 1, 2011 for a period of two (2) years and shall be renewable by mutual consent of the parties.

10. Trenton shall neither prosecute offenses for which citations were issued nor be entitled to receive those revenues collected from citations issued by the Trenton Building Department.
11. After receipt of a Notice of Termination, each party will assist the other party in the orderly termination of this Agreement and the transfer of all records and files, as may be necessary for the orderly, non-disrupted business continuance of each party.
12. A Resolution adopting the terms and conditions of this Agreement shall be passed by the legislative bodies of each City, or such person empowered to act as such.
13. All liability, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out pursuant to the obligations of Trenton under this Agreement are the responsibility of Trenton, and not the responsibility of Gibraltar, if the liability, loss, or damage is caused by, or arises out of the actions or failure to act, on the part of Trenton, any of its departments, or anyone directly or indirectly employed by Trenton. This section is not to be construed as a waiver of any governmental immunity Gibraltar, its agencies, or employees, has as provided by statute or modified by court decisions.
14. All liability, loss, or damage as a result of claims, demands, costs, or judgments arising out of activities to be carried out pursuant to the obligations of Gibraltar under this Agreement are the responsibility of Gibraltar and not the responsibility of Trenton if the liability, loss, or damage is caused by, or arises out of the action, or failure to act on the part of any Gibraltar employee or agent or a challenge to its ordinances. This section is not to be construed as a waiver of any governmental immunity Gibraltar, its agencies, or

employees, has as provided by statute or modified by court decisions.

15. If liability to third parties, loss, or damage arises as a result of activities conducted jointly by the parties in fulfillment of their responsibilities under this Agreement, the liability, loss, or damage must be borne by the parties in relation to each party's responsibilities under these joint activities. This section is not to be construed as a waiver of any governmental immunity by the parties, their agents or their employees. Each party has a duty to mitigate damages for which the other party is responsible.
16. Each party must comply with, and must require its employees to comply with, all applicable laws and regulations.
17. If there is any dispute between the parties regarding the extent and character of the services to be performed, the Agreement shall terminate.
18. Each party must maintain complete books, ledgers, journals, accounts, or records in which it keeps all entries reflecting its operation pursuant to this Agreement.
19. Each party must keep the records according to generally accepted practices and for a minimum of 3 years after the Agreement's termination and completion.

20. The parties are independent contractors. No liability or benefits, such as workers' compensation, pension rights, or insurance rights, arising out of, or related to a contract for hire or employer/employee relationship, accrues to either party or either party's agent, subcontractor or employee as a result of this Agreement. No relationship, other than that of independent contractor will be implied between the parties, or either party's agent, employee, or subcontractor.
  
21. Trenton, at its expense, must maintain during the term of this Agreement the following insurance or self-insurance plan:
  - A. Workers' Compensation Insurance which meets Michigan statutory requirements.
  
  - B. Comprehensive General Liability Insurance with minimum limits of bodily injury of \$500,000 per occurrence and \$1 Million Dollars aggregate and with minimum limits for property damage of \$500,000 each occurrence and \$1 Million Dollars aggregate.
  
  - C. Comprehensive Automobile Liability (including hired and non-owned vehicles) with minimum limits for bodily injury of \$1 Million Dollars per occurrence and with minimum limits for property damage of \$500,000 per occurrence.
  
22. If, during the term of this Agreement, changed conditions or other pertinent factors render inadequate the insurance limits, each party will furnish on demand such additional coverage as may reasonably be required and available under the circumstances. The insurance must be effected under valid and enforceable policies, issued by recognized, responsible Michigan insurers which are well-rated by national rating organizations. Insurance policies must name the party as the insured, and must not be canceled or materially changed without at least 30 days prior notice. Each party must submit certificates evidencing the insurance upon request, and at

least 15 days prior to the expiration dates of expiring policies or alternatively, proof of self insurance.

23. All notices, consents, approvals, requests and other communications (“Notices”) required or permitted under this Agreement must be given in writing and mailed by first-class mail and addressed as follows:

If to Trenton:

City Clerk  
Trenton City Hall  
2800 Third Street  
Trenton, MI. 48183

If to Gibraltar:

Gibraltar City Clerk  
29450 Munro Ave.  
Gibraltar, Michigan 48173

24. All notices are deemed given on the day of mailing. Either party to this Agreement may change its address for the receipt of notices at any time by giving notice to the other as provided. Any notice given by a party must be signed by an authorized representative of such party.

25. Termination notices, change of address notices, and other notices of a legal nature, are an exception and must be sent by registered or certified mail, postage prepaid, return receipt requested.

26. No failure by a party to insist upon the strict performance of any term of this Agreement or to exercise any term after a breach, constitutes a waiver of any breach of term. No waiver of any breach affects or alters this Agreement, but every term of this Agreement remains effective with respect to any other then existing or subsequent breach.

27. If any provision of this Agreement or the application to any person or circumstance is, to any extent, judicially determined to be invalid or unenforceable, the remainder of the Agreement, or the application of the provision to persons or circumstances other than those as to which it is invalid or unenforceable, is not affected and is enforceable.

28. This Agreement, and all actions arising from it, must be governed by, subject to, and construed according to the laws of the State of Michigan. Each party consents to the personal jurisdiction of any competent court in Wayne County, Michigan, for any action arising out of this Agreement. Service of process at the address and in the manner specified in this Agreement will be sufficient for notice. Neither party will commence any action against the other because of any matter arising out of or relating to the validity, construction, interpretation and enforcement of this Agreement, in any courts other than those in the County of Wayne, State of Michigan, unless original jurisdiction is in the United States District Court for the Eastern District of Michigan, Southern Division, the Michigan Supreme Court or the Michigan Court of Appeals.

29. Both parties agree not to commence any action or suit relating to the Agreement more than 6 months after date of termination and to waive any statute of limitation to the contrary.

30. Each City warrants to the other that it has taken all actions necessary for the authorization, execution, delivery and performance of this Agreement. It is ready to perform its obligations. Each further warrants that the person signing this Agreement is authorized to do so on behalf of the City and is empowered to bind the respective city to this Agreement.

31. This Agreement is effective only upon review and approval by the respective City Councils.

32. There are no other agreements, written or oral, between these parties arising out of the same subject matter. Any changes or modifications to this Agreement shall be in writing and executed by the authorized agents for each party.

Agreement entered in this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

BY: \_\_\_\_\_  
James Gorris, Mayor  
City of Gibraltar

BY: \_\_\_\_\_  
Gerald R. Brown, Mayor  
City of Trenton

BY: \_\_\_\_\_  
Cynthia Ward, Clerk  
City of Gibraltar

BY: \_\_\_\_\_  
Kyle Stack, Clerk  
City of Trenton