

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT, made and entered into this 3rd day of September, 2026 by and between the City of Billings, Missouri a fourth-class city (hereinafter referred to as “City”) and Christian County, Missouri a first class county (hereinafter referred to as “County”).

WHEREAS, the City request that County provide inspection services for residential and commercial construction within the corporate City limits of said City; and

WHEREAS, the County has a building Code Department with inspectors and is agreeable to provide Building Code inspections for the City; and

WHEREAS, the parties herein are authorized pursuant to Section 50.332, RSMo. to enter into this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND AGREEMENT CONTAINED HEREIN; THE PARTIES AGREE AS FOLLOWS:

1. Services. Christian County agrees to provide Building Inspection services for all phases of construction, both commercial and residential, according to the ordinances presently adopted by the City of Billings.
2. Adoption of Building Codes. The City agrees to adopt an ordinance adopting Building Codes and Regulations consistent with those building codes adopted by the Christian County Commission Order 03-13-08-01 or any subsequent amendment thereto.
3. Permits. All building projects within the incorporated areas of the City will be subject to the permitting requirements as described in Christian County Commission Order 03-13-08-01, “Adoption of Building Codes and Regulations for Christian County”. Any applicant seeking a permit for residential or commercial construction within the incorporated areas of the City shall first apply to the City Clerk of Billings for a certificate to reflect that the property for which the construction permit is to apply is properly zoned for the construction anticipated, and that the City’s Board has approved its design and construction. This certificate will in turn be submitted to the County Building Inspections Department with the application for the building permit.
4. Fees. The City agrees the County may charge its reasonable fees for building inspections services for inspections in the City in accordance with the Building Inspections Fee Schedule as adopted under Christian County Commission Order 03-13-08-01 or any subsequent amendment thereof. Each project to be inspected within the City will be charged the appropriate building inspection fees per each person seeking a permit. All applicants for permits shall make the necessary deposit of funds for such inspection fees

with the County, at or before the time of permit issuance. No inspection will be provided for any project until all fees have been collected for that particular project.

5. City Consent. The City hereby authorizes the Christian County Building Inspections Department to charge all applicable fees, perform all required inspections and mandate all necessary corrections for any building projects within the City of Billings for the purpose of enforcing minimum standards of construction to ensure the health, safety, and welfare of the residents of the City of Billings.
6. Dangerous Buildings. This Agreement does not grant authority, require, nor bind Christian County Building Inspections Department to perform inspections or perform enforcement actions on dangerous or unsafe buildings as described in Christian County Order 03-13-08-01, "Adoption of Building Codes and Regulations for Christian County".
7. Flood Plain. This agreement does not grant authority or require the Christian County Building Inspections Department to act as flood plain administrator, nor interpreter of the requirements of The National Flood Insurance Program (NFIP) as it may apply to the City of Billings to notify the Christian County Building Inspections Department whenever any building project will be located within a "Special Flood Hazard Area" (SFHA), "Special Hazard Area" (SHA), Floodway, or any other area designated by the NFIP, requiring specific construction criteria for the purpose of achieving compliance with the NFIP, State Emergency Management Agency, Federal Emergency Management Agency, or any other entities.

It will be the sole responsibility of the City of Billings to provide all necessary information at the time a permit application is made for each building project such as the Base Flood Elevation (BFE), Design Flood Elevation (DFE), and any pertinent items such as extra freeboard requiring above the minimum as set for the NFIP, or any other required information. In return, the Christian County Building Inspections Department will provide building inspection services in conformance with the International Code Council Family of Codes as it pertains to construction within SFHA's.

8. Prosecution of Violations. The County agrees to report all violations noted by its inspectors and any corrective process. The County, however, shall not be obligated to participate in or actually prosecute any violation of the City of Billings Ordinances or regulations which shall be the City's sole responsibility. In the event construction of any project within the incorporated area of the City of Billings proceeds in violation of any City Building Code requirement, the City Attorney for the City of Billings may proceed with enforcement under the City Ordinances, Zoning Codes and/or Building Codes. The County agrees to provide any necessary witnesses for such prosecutions.

9. Term. The terms of this Agreement shall commence on October 1, 2026 and shall remain in effect until September 30, 2027. This Agreement shall remain in effect and shall automatically renew for one-year intervals without any action required by either party. However, under no circumstances shall this Agreement remain in effect after December 31, 2030. Notwithstanding the foregoing, this Agreement may be terminated by either party hereto upon thirty (30) days' written notice of such termination to either party. Any changes to this Agreement shall be by Order of the Christian County Commission and an Ordinance adopted by the City Board of Aldermen of the City of Billings.
10. Indemnity. The City agrees to indemnify and hold harmless Christian County, its elected officials, employees, agents and contractors against any and all claims, damages, injuries and expenses, including attorney fees resulting, in whole or in part, directly or indirectly, from the inspection services provided by the Christian County Building Inspections Department pursuant to this Agreement. Nothing in this Paragraph is intended to change or alter the parties' rights as set forth in Paragraph 11 below.
11. Non-Waiver. To the extent not covered by sovereign immunity under Missouri law, the County hereby agrees to assume responsibility imposed by law on its officeholders and employees and the City of Billings hereby agrees to assume responsibility for the liabilities imposed by law on its officials and employees. Each party to this Agreement shall be responsible for its own actions in providing services under this Agreement shall not be liable for any civil liability that may arise from the furnishing of services by the other party. This language is not intended to act as a waiver or limitation of either County's or City's rights and/or defenses with regard to sovereign immunity under federal law, Missouri law, or municipal regulations.
12. Entire Agreement. This Agreement contains the entire understanding and agreement of the parties; there are no other promises or conditions. No modifications, amendment, cancellation or waiver of any of the provisions of this Agreement shall be effective unless it is in writing and is signed by a representative authorized by each party hereto.

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed this
3rd day of September, 2026.

City of Billings

By: [Signature]
Vince Cornelison
Billings City Mayor

Attest: [Signature]
By: [Signature]
Cindy Hogshooter
Billings City Clerk



Christian County, Missouri

By: [Signature]
Lynn Morris
Presiding Commissioner

By: [Signature]
Bradley A. Jackson
Eastern Commissioner

By: [Signature]
Johnny Williams
Western Commissioner

Attest: [Signature]
By: [Signature]
Paula Brumfield
Clerk of the County Commission



Approved as to Form:

By: [Signature]
N. Austin Fax
Christian County Counselor