

AGREEMENT FOR BUILDING INSPECTION SERVICES
(Yamhill County - City of Amity)

THIS AGREEMENT ("Agreement") is made the last date set forth adjacent to the signatures of the parties below by and between Yamhill County, a political subdivision of the State of Oregon, acting by and through its Board of Commissioners and Director of Planning and Development ("County") and the City of Amity, a municipal corporation in the State of Oregon, hereinafter ("City").

RECITALS:

- A. City and County are each subject to the State of Oregon State Building Code, as defined under ORS 455.010 relative to the installation, alteration and repair of structural, mechanical, electrical and plumbing devices and equipment in all buildings and structures within their respective jurisdictions.
- B. The State of Oregon's Building Code Division has issued administrative rules that are burdensome and make it, in effect, impractical for a small City to operate an efficient and effective City Building Department.
- C. City desires to contract with County for County to provide the building, plumbing, mechanical, and manufactured home inspections in all buildings and structures within City's territorial boundaries and County is willing to do so upon the terms set forth in this Agreement. This Agreement will supersede any other agreement between the parties for the building, plumbing, mechanical and manufactured home inspection services as described herein.
- D. This Agreement is authorized by ORS Chapter 190, ORS Chapter 203 and the City of Amity city Charter. NOW, THEREFORE, for and in consideration of the mutual promises made in this Agreement, and for other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

AGREEMENT:

Section 1. Scope of County Activities. County agrees through the Yamhill County Department of Planning and Development to provide City all reasonable and necessary services for the administration of the State Building Code as it relates to building, plumbing, mechanical, and manufactured home inspections only within the City's territorial boundaries (the "Services").

Section 2. County Agents. All persons providing Services shall be agents of County. The rendition of County Services, standards of performance and discipline of County inspection staff and all matters incident to the performance of the Services and the control of personnel so employed shall remain with County. No persons assigned by County to perform Services under this Agreement shall have any status or rights under any provision of City employment.

Section 3. Labor, Supervision, Equipment, Supplies. Except as otherwise provided in this Agreement, for the purpose of performing the Services, County shall furnish and supply all necessary labor, supervision, equipment and supplies necessary to maintain the level of Services described in this Agreement.

Section 4. Payment of Salaries, Wages or other Compensation. City shall not be liable for the direct payment of any salaries, wages or any other compensation to any person assigned by County to perform Services.

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Section 5. Zoning Approval and Authorization. City agrees to supply County with a signed zoning approval and written authorization to issue a permit prior to County issuing any permits. County will issue all permits on County forms and provide the plan review and all inspections for Services.

Section 6. Fees. In consideration of County's performance of Services, County shall collect all necessary fees based upon County's then current fee schedule. County shall retain 80% of all fees and remit to City 20% of all permit fees, provided, however, that County shall retain 100% of all plan review fees. In addition, County shall collect and remit to the State of Oregon Department of Commerce, on the forms prescribed, any surcharge which now, or in the future, may be in effect on any permit issues pursuant to this Agreement. County shall also charge \$60.00 per hour for inspection, and \$100.00 per hour for enforcement, of existing permits issued by the City prior to the effective date of this Agreement.

Section 7. Other Expenses of Enforcement.

In further consideration of County's performance of Services City shall pay County \$100 per hour for all hours incurred by County planning department employees in connection with enforcement of the Services. The County reserves the right to decline to provide enforcement services under this Agreement.

In the event proceedings are initiated to enforce City's Dangerous Building Abatement Ordinance (the "Ordinance") under that Ordinance or common law, the City shall provide at its own expense legal representation for the enforcement proceedings.

Section 8. City Indemnification of County. County, its officers, agents, employees and assigns, shall not be deemed to have assumed any liability for the acts of City, or any officer, employee or agent thereof. City hereby covenants and agrees to hold and save County, its officers, agents, employees, and assigns harmless from any and all claims whatsoever that might arise against County, its officers, agents, employees or assigns by reason of any act of City, its officers, agents and employees. Obligations contained in this section are subject to the Oregon Constitution and Oregon Tort Claims Act.

Section 9. County Indemnification of City. City, its officers, employees, agents and assigns shall not be deemed to have assumed any liability for the acts of County, or any officer, employee or agent thereof. County hereby covenants and agrees to hold and save City, its officers, agents, employees, and assigns harmless from any and all claims whatsoever that might arise against City, its officers, agents, employees or assigns by reason of any act of County, its officers, agents and employees. Obligations contained in this section are subject to the Oregon Constitution and Oregon Tort Claims Act.

Section 10. Term and Termination.

WJ
ML
July 1, 2018
CB
(a) Subject to the termination clause set forth in subsection (b), this Agreement shall be effective ~~on the last date set forth adjacent to signatures of the parties below~~ through June 30, 2019. Subject to the termination clause set forth in subsection (b), this Agreement shall automatically renew for successive one year terms beginning July 1, 2019 for the fiscal year beginning July 1 and ending June 30.

(b) This Agreement may be terminated by County or City at any time upon 30 days advance written notice.

Section 11. Costs and Attorney Fees. In the event that either party to this Agreement shall take any action, judicial or otherwise, to enforce or interpret any of the terms of this Agreement,

each party shall be wholly responsible for its own expenses which it may reasonably incur in taking such action, including costs and attorney fees, whether incurred in a suit or action or appeal from a judgment or decree therein or in connection with any nonjudicial action.

Section 12. Prior Agreement Superseded. This Agreement supersedes and replaces any prior agreement between the parties for building inspection and related services.

Section 13. Entire Agreement. This document is the entire Agreement between the parties, and no statements, promises, or inducements made by either party or agent of either party that are not contained in this written Agreement shall be valid or binding. No alterations, changes or additions to this Agreement shall be made except in a written document signed by both County and City.

CITY OF AMITY, OREGON

By: Michael Cape
Michael Cape, Mayor

Date: July 6, 2018

Attest: Jackie Loos
Jackie Loos, City Recorder

YAMHILL COUNTY, OREGON

Jaura S. Schabold
Chair, Board of Commissioners
County Administrator

Date: 7-3-18

Ken Friday
Ken Friday, Director
Dept. of Planning and Development

APPROVED AS TO FORM:

By: Alt Baul
Yamhill County Counsel

Accepted by Yamhill County
Board of Commissioners on
7/12/18 by Board Order
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