



Resource Management Agency COUNTY OF TULARE AGENDA ITEM

BOARD OF SUPERVISORS

KUYLER CROCKER
District One

PETE VANDER POEL
District Two

AMY SHUKLIAN
District Three

EDDIE VALERO
District Four

DENNIS TOWNSEND
District Five

AGENDA DATE: April 30, 2019

Public Hearing Required	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Published Notice Required	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Advertised Published Notice	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Meet & Confer Required	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Electronic file(s) has been sent	Yes <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Personnel Resolution attached	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes <input checked="" type="checkbox"/>	N/A <input type="checkbox"/>

CONTACT PERSON: Celeste Perez PHONE: (559) 624-7010

SUBJECT: Agreements for Building Permits and Inspection Services with the Cities of Exeter and Farmersville

REQUEST(S):

That the Board of Supervisors:

1. Approve Agreements with the Cities of Exeter and Farmersville to provide building permit processing and inspection services.
2. Authorize the Chairman to sign the Agreements.

SUMMARY:

The Resource Management Agency has been providing building permit and inspection services for the Cities of Exeter and Farmersville for some years. The attached Building Permit and Inspection Services Agreements update previous agreements and better reflect the current process. They also ensure that cost recovery for those services is provided.

Pursuant to the Agreements, the County will continue to collect fees directly from the applicants for building permits to be issued within the Cities of Exeter and Farmersville. These fees and services are identical to those for building permits issued throughout the unincorporated areas of the County.

The County's Building Division staff will also perform inspections and services at the direction of the City that may include: enforcement of laws, rules and regulations; the abatement of unsafe and dangerous buildings; the abatement of public nuisances, and such other duties. For those services, the Cities shall pay to the County fees and payment as specified in Exhibit A of the Agreements and summarized as follows: \$68

SUBJECT: Agreements for Building Permits and Inspection Services with the Cities of Exeter and Farmersville
DATE: April 30, 2019

per hour; mileage consistent with approved County rates; and actual cost to the County of all ordinary and special costs incurred during the performance of services pursuant to the Agreement.

FISCAL IMPACT/FINANCING:

The cost for services provided to other agencies is reasonable and will assist in offsetting the fiscal impacts to the General Fund. During FY17/18, the County issued 217 permits for the City of Exeter and 211 for the City of Farmersville for a total of 428 permits. The valuation of permits issued for the City of Exeter during this time period was \$6,085,567 and the permits issued for the City of Farmersville was valued at \$4,653,919 for a total of both cities of \$10,739,486 less than 10.05% of all permits issued by the County.

This agreement is the most effective way to ensure that the County will recover its costs for the services it provides to the Cities of Exeter and Farmersville and to ensure the health and safety of their citizens.

LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:

The County's five-year strategic plan includes Organizational Performance. The ability for the County to provide services to other agencies creates an ability to share County expertise and to gain cost recovery from that effort. The Cities of Exeter and Farmersville have a need for County assistance relating to various services and have provided for cost recovery for the services provided. These agreements allow the County to continuously improve organizational effectiveness and fiscal stability.

ADMINISTRATIVE SIGN-OFF:



Michael Washam
Associate Director



Reed Schenke P.E.
Director

cc: County Counsel
County Administrative Office (2)

Attachment(s) Attachment 1 – Agreement with the City of Exeter
Attachment 2 – Agreement with the City of Farmersville

BEFORE THE BOARD OF SUPERVISORS COUNTY OF TULARE, STATE OF CALIFORNIA

IN THE MATTER OF AGREEMENTS FOR)
BUILDING PERMITS AND INSPECTION) Resolution No. _____
SERVICES WITH THE CITIES OF EXETER) Agreement No(s). _____
AND FARMERSVILLE)

UPON MOTION OF SUPERVISOR _____, SECONDED BY
SUPERVISOR _____, THE FOLLOWING WAS ADOPTED BY THE
BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD APRIL 30, 2019, BY
THE FOLLOWING VOTE:

AYES:
NOES:
ABSTAIN:
ABSENT:

ATTEST: JASON T. BRITT
COUNTY ADMINISTRATIVE OFFICER/
CLERK, BOARD OF SUPERVISORS

BY: _____
Deputy Clerk

* * * * *

1. Approved Agreements with the Cities of Exeter and Farmersville to provide building permit processing and inspection services.
2. Authorized the Chairman to sign the Agreements.

ATTACHMENT 1

AGREEMENT BETWEEN
THE COUNTY OF TULARE AND THE CITY OF EXETER
CONCERNING BUILDING PERMITS AND INSPECTION SERVICES

AGREEMENT BETWEEN THE COUNTY OF TULARE AND THE CITY OF EXETER
CONCERNING BUILDING PERMITS AND INSPECTION SERVICES

This Agreement, made and entered into this _____ day of _____, 2019 by and between the COUNTY OF TULARE, hereinafter referred to as "the County", and the CITY OF EXETER, hereinafter referred to as "the City";

WITNESSETH

WHEREAS, it is necessary and convenient to the City to contract for the services of personnel having familiarity with and experience in planning and zoning reviews, and industrial, commercial, and residential building permit issues and inspection in order for the City to enforce zoning ordinance compliance, inspect structures and enforce construction, housing, health and safety rules and regulations in compliance with adopted City Zoning Ordinance and the State of California Building Codes; and

WHEREAS, the County of Tulare Resource Management Agency hereinafter referred to as "RMA", maintains a staff having the needed planning, zoning, environmental review, plan check, and building inspection experience and certification; and

WHEREAS, the County has an adopted fee schedule for certain planning, environmental review, building permits, and inspection services herein described; and

WHEREAS, the County is agreeable to performing certain functions and providing personnel for performance as herein described;

NOW, THEREFORE, IT IS AGREED as follows:

1. The County agrees to provide personnel, materials, forms, transportation, and provide facilities within the RMA facilities presently maintained by the County to assist the City, under direction of the City Building Official, to enforce zoning; plan check; examination of plans and premises for compliance with the State of California Building Code, the California Plumbing Code, the California Electrical Code, the California Mechanical Code and California Housing Code, applicable zoning and planning ordinances of the City, the California Health and Safety Code; and such other and further purposes as the City Building Official may direct.
2. The County will perform inspections at the direction of the City Building Official, post notices and perform administrative and clerical work necessary and

convenient to the consent of the City Building Official, including the enforcement of laws, rules and regulations; the abatement of unsafe and dangerous buildings; the abatement of public nuisances; and such other duties as may, from time to time, be assigned by the City Building Official.

3. The County will not be required to maintain offices or facilities within the City; however, the County shall make such personnel available as are necessary to carry out the functions herein described, and provide the necessary transportation, and within RMA, the necessary office space, utilities and clerical support as is appropriate.
4. In consideration for all such services rendered pursuant to this Agreement and that are identified specifically in the County's latest adopted fee schedule relating to the processing and issuance of building permits, planning services, and environmental review, the County shall collect payment directly from the applicant in an amount equal to the adopted fee schedule.
5. For those services rendered pursuant to this Agreement and not collected directly by the County as provided for in the above Provision 4, the City shall pay to the County Fees and payments as are specified on the attached Exhibit "A" within thirty (30) days of the receipt of statements. Said services include code enforcement, substandard housing, public nuisances, and such other duties as may, from time to time, be requested by the City Building Official.
6. The scheduling of such services, the assignment and discipline of employees, and other matters incident to the clerical support for the performance of such services shall remain under the supervision and control of the County.
7. The County shall have the full cooperation and support of the City, its officers, agents and employees, to perform the duties assigned by the City Building Official.
8. Stationary, notices, forms, and other supplies to be issued in the name of the City shall be supplied by the City at its own cost and expense.
9. County personnel shall perform services as employees of the County, performing under contract to the City and no such County employee providing such services pursuant to this Agreement shall have any right or entitlement to any City pension, Civil Service, or any other such status or right with regard to the City.

10. While actually engaged in performing any such services, inspections, or other duties pursuant to this Agreement, County personnel shall be deemed to be officers of the City. The City shall provide law enforcement support at the County's request. The County will not abate or repair property that is in violation, unless otherwise directed by the City in writing, on a case-by case basis. The City shall be the point of contact for citizens, constituents, and residents to report nuisances and non-compliance with codes for properties located within the City Limits. In the event that abatement or repair is necessary to correct a violation or remove a nuisance, the City shall contract for such abatement or repair or direct the County, in writing, to proceed with the abatement process on behalf of the city pursuant to the terms of this agreement.
11. To the fullest extent permitted by law, the City shall hold harmless, defend and indemnify the County, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including County property, arising from, or in connection with, the performance of this agreement by City employees, officers and agents, and by County employees, officers and agents unless caused by negligence or willful misconduct of County employees, officers and agents. To the fullest extent permitted by law, the County shall hold harmless, defend and indemnify the City, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including City property, arising from, or in connection with, the negligence or willful misconduct of County employees, officers and agents. This indemnification obligation shall continue beyond the term of this agreement as to any acts or omissions occurring under this agreement or any extension of this agreement.
12. Except as herein provided, the City shall have no responsibility for the payment of any salaries, wages or other compensation to any County personnel performing services for the City pursuant to this Agreement.
13. The parties will have the right to terminate this Agreement without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision,

specifying the date of termination. The City will pay the County the compensation earned for work performed and not previously paid for to the date of termination.

14. This Agreement represents the entire agreement between the City and the County as subject matter and no prior oral or written understanding shall be of any force or effect.

No part of this agreement may be modified without the written consent of both parties.

15. Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY:

Reed Schenke
Director, RMA
5961 S. Mooney Blvd.
Visalia, CA 93277

Phone No: (559) 624-7000
Fax No: (559) 730-2653

WITH A COPY TO:

Hector Ramos Jr.
Building & Housing Manager, RMA
5961 S. Mooney Blvd.
Visalia, CA 93277

(559) 624-7000
(559) 730-2653

CITY OF EXETER

Adam Ennis
City Administrator
100 North C Street
Exeter, CA 93221

Phone: (559) 592-4539
Fax: (559) 592-3556

WITH A COPY TO:

Daymon Qualls
Public Works Director
350 West Firebaugh
Exeter, CA 93221

(559) 592-3318
(559) 592-3516

Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

16. This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.
17. Unless specifically set forth, the parties to this Agreement do not intend to provide

- any other party with any benefit or enforceable legal or equitable right or remedy.
18. This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed within boundaries of Tulare County, California. This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The failure of either party on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered a waiver of any preceding breach of the Agreement by either party.
 19. The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.
 20. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.
 21. Each party will execute any additional documents and perform any further acts, which may be reasonably required to effect the purposes of this Agreement.
 22. The City shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.
 23. The County shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.
 24. If there is a dispute arising out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree

otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties; otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within thirty (30) days, either party may pursue litigation to resolve the dispute.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

By: _____
Chairman Board of Supervisors
"County"


Date: _____

ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By: _____
Deputy Clerk

Date: _____

Approved as to Form
County Counsel

By:  _____
Deputy 20181490

Date: 4/17/19

CITY OF EXETER

By:  _____

Date: 3/27/19

Title: City Administrator

Approved as to Form
City of Exeter Attorney

By:  _____

Date: 3/26/19

EXHIBIT "A"

As payment in full for the services furnished to the City pursuant to Provision 5 of the attached Agreement, the City shall pay to the County, within thirty (30) days of receipt of statements from the County, the following:

1. The sum of Sixty-eight Dollars (\$68.00) per hour for the number of hours of service provided by County personnel performing duties for the City pursuant to the Agreement; said sum to include the cost of office space, utilities, and other administrative costs. The County shall have the ability to adjust the hourly rate, upon given notice to the City.; and
2. Mileage to be consistent with approved County rates for each mile traveled by County personnel performing duties for the City pursuant to the Agreement; and
3. The actual cost to the County of all ordinary and special supplies, forms, stationary, notices, postage, publication, electronic media and other costs incurred during the performance of services pursuant to the Agreement.

ATTACHMENT 2

AGREEMENT BETWEEN
THE COUNTY OF TULARE AND THE CITY OF FARMERSVILLE
CONCERNING BUILDING PERMITS AND INSPECTION SERVICES

AGREEMENT BETWEEN THE COUNTY OF TULARE AND THE CITY OF
FARMERSVILLE CONCERNING BUILDING PERMITS AND INSPECTION SERVICES

This Agreement, made and entered into this _____ day of _____, 2018 by and between the COUNTY OF TULARE, hereinafter referred to as "the County", and the CITY OF FARMERSVILLE, hereinafter referred to as "the City";

WITNESSETH

WHEREAS, it is necessary and convenient to the City to contract for the services of personnel having familiarity with and experience in planning and zoning reviews, and industrial, commercial, and residential building permit issues and inspection in order for the City to enforce zoning ordinance compliance, inspect structures and enforce construction, housing, health and safety rules and regulations in compliance with adopted City Zoning Ordinance and the State of California Building Codes; and

WHEREAS, the County of Tulare Resource Management Agency hereinafter referred to as "RMA", maintains a staff having the needed planning, zoning, environmental review, plan check, and building inspection experience and certification; and

WHEREAS, the County has an adopted fee schedule for certain planning, environmental review, building permits, and inspection services herein described; and

WHEREAS, the County is agreeable to performing certain functions and providing personnel for performance as herein described;

NOW, THEREFORE, IT IS AGREED as follows:

1. The County agrees to provide personnel, materials, forms, transportation, and provide facilities within the RMA facilities presently maintained by the County to assist the City, under direction of the City Building Official, to enforce zoning; plan check; examination of plans and premises for compliance with the State of California Building Code, the California Plumbing Code, the California Electrical Code, the California Mechanical Code and California Housing Code, applicable zoning and planning ordinances of the City, the California Health and Safety Code; and such other and further purposes as the City Building Official may direct.
2. The County will perform inspections at the direction of the City Building Official, post notices and perform administrative and clerical work necessary and

convenient to the consent of the City Building Official, including the enforcement of laws, rules and regulations; the abatement of unsafe and dangerous buildings; the abatement of public nuisances; and such other duties as may, from time to time, be assigned by the City Building Official.

3. The County will not be required to maintain offices or facilities within the City; however, the County shall make such personnel available as are necessary to carry out the functions herein described, and provide the necessary transportation, and within RMA, the necessary office space, utilities and clerical support as is appropriate.
4. In consideration for all such services rendered pursuant to this Agreement and that are identified specifically in the County's latest adopted fee schedule relating to the processing and issuance of building permits, planning services, and environmental review, the County shall collect payment directly from the applicant in an amount equal to the adopted fee schedule.
5. For those services rendered pursuant to this Agreement and not collected directly by the County as provided for in the above Provision 4, the City shall pay to the County Fees and payments as are specified on the attached Exhibit "A" within thirty (30) days of the receipt of statements. Said services include code enforcement, substandard housing, public nuisances, and such other duties as may, from time to time, be requested by the City Building Official.
6. The scheduling of such services, the assignment and discipline of employees, and other matters incident to the clerical support for the performance of such services shall remain under the supervision and control of the County.
7. The County shall have the full cooperation and support of the City, its officers, agents and employees, to perform the duties assigned by the City Building Official.
8. Stationary, notices, forms, and other supplies to be issued in the name of the City shall be supplied by the City at its own cost and expense.
9. County personnel shall perform services as employees of the County, performing under contract to the City and no such County employee providing such services pursuant to this Agreement shall have any right or entitlement to any City pension, Civil Service, or any other such status or right with regard to the City.

10. While actually engaged in performing any such services, inspections, or other duties pursuant to this Agreement, County personnel shall be deemed to be officers of the City. The City shall provide law enforcement support at the County's request. The County will not abate or repair property that is in violation. In the event that abatement or repair is necessary to connect a violation or remove a nuisance, the City shall contract for such abatement or repair.
11. The City shall hold harmless, defend and indemnify the County, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including County property, arising from, or in connection with, the performance of this agreement by City employees, officers and agents, and by County employees, officers and agents unless caused by negligence or willful misconduct of County employees, officers and agents. The County shall hold harmless, defend and indemnify the City, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including City property, arising from, or in connection with, the willful misconduct of County employees, officers and agents. This indemnification obligation shall continue beyond the term of this agreement as to any acts or omissions occurring under this agreement or any extension of this agreement.
12. Except as herein provided, the City shall have no responsibility for the payment of any salaries, wages or other compensation to any County personnel performing services for the City pursuant to this Agreement.
13. The parties will have the right to terminate this Agreement without cause by giving thirty (30) days prior written notice of intention to terminate pursuant to this provision, specifying the date of termination. The City will pay the County the compensation earned for work performed and not previously paid for to the date of termination.
14. This Agreement represents the entire agreement between the City and the County as subject matter and no prior oral or written understanding shall be of any force or effect. No part of this agreement may be modified without the written consent of both parties.
15. Except as may be otherwise required by law, any notice to be given shall be written

and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

COUNTY:

Reed Schenke
Director, RMA
5961 S. Mooney Blvd.
Visalia, CA 93277

Phone No: (559) 624-7000
Fax No: (559) 730-2653

WITH A COPY TO:

Hector Ramos Jr.
Building & Housing Manager, RMA
5961 S. Mooney Blvd.
Visalia, CA 93277

(559) 624-7000
(559) 730-2653

CITY OF FARMERSVILLE

Jennifer Gomez
City Manager
909 W. Visalia Road
Farmersville, CA 93223

Phone No: (559) 747-0458
Fax No: (559) 747-6724

WITH A COPY TO CITY ATTORNEY:

Michael L. Farley
FARLEY LAW FIRM
109 West Center Avenue
Visalia, CA 93291

(559) 738-5975
(559) 732-2305

Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

16. This Agreement reflects the contributions of both parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any uncertainty.
17. Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.
18. This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed within boundaries of Tulare County, California. This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed within

boundaries of Tulare County, California.

19. The failure of either party on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by either party.
20. The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.
21. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties, to be in conflict with any code or regulation governing its subject, the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect.
22. Each party will execute any additional documents and perform any further acts, which may be reasonably required to affect the purposes of this Agreement.
23. The City shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.
24. The County shall not discriminate in employment or in the provision of services on the basis of any characteristic or condition upon which discrimination is prohibited by state or federal law or regulation.
25. If there is a dispute arising out of or relating to this Agreement, or the breach thereof, and if said dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by non-binding mediation before resorting to litigation or some other dispute resolution procedure, unless the parties mutually agree otherwise. The mediator shall be mutually selected by the parties, but in case of disagreement, the mediator shall be selected by lot from among two nominations provided by each party. All costs and fees required by the mediator shall be split equally by the parties; otherwise each party shall bear its own costs of mediation. If mediation fails to resolve the dispute within thirty (30) days, either party may pursue

litigation to resolve the dispute.

THE PARTIES, having read and considered the above provisions, indicate their agreement by their authorized signatures below.

COUNTY OF TULARE

By: _____
Chairman Board of Supervisors
"County"

Date: _____

ATTEST: JASON T. BRITT
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By: _____
Deputy Clerk

Date: _____

Approved as to Form
County Counsel

By:  20181490
Deputy

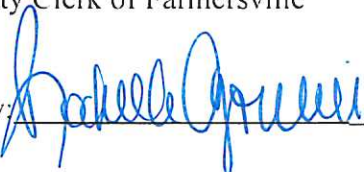
Date: 4/17/19

CITY OF FARMERSVILLE

By: 
Mayor

Date: 3/11/19

ATTEST: Rochelle Giovani
City Clerk of Farmersville

By: 

Date: 3-18-19

Approved as to Form
City of Farmersville Attorney

By: 

Date: 3/11/19

EXHIBIT "A"

As payment in full for the services furnished to the City pursuant to Provision 5 of the attached Agreement, the City shall pay to the County, within thirty (30) days of receipt of statements from the County, the following:

1. The sum of Sixty-eight Dollars (\$68.00) per hour for the number of hours of service provided by County personnel performing duties for the City pursuant to the Agreement; said sum to include the cost of office space, utilities, and other administrative costs. The County shall have the ability to adjust the hourly rate, upon given thirty (30) days' notice to the City.; and
2. Mileage to be consistent with approved County rates for each mile traveled by County personnel performing duties for the City pursuant to the Agreement; and
3. The actual cost to the County of all ordinary and special supplies, forms, stationary, notices, postage, publication, electronic media and other costs incurred during the performance of services pursuant to the Agreement.