

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

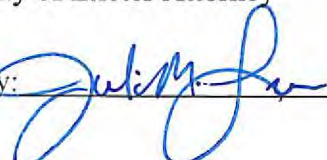
CITY OF EXETER

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.