

**MEMORANDUM OF UNDERSTANDING TO SHARE CODE ENFORCEMENT
SPECIALISTS FOR ADMINISTRATIVE HEARINGS**

THIS AGREEMENT, is entered into as of _____, 2006, between the COUNTY OF TULARE, referred to as COUNTY, and the CITY OF VISALIA, referred to as CITY, with reference to the following:

A. WHEREAS, CITY and COUNTY each require the use of trained personnel for their respective code enforcement disputes and hearings; and

B. WHEREAS, CITY and COUNTY desire to use code enforcement specialists from outside their own jurisdiction, in order to eliminate any perceived bias or partiality when deciding and resolving code enforcement disputes; and

C. WHEREAS, by entering into this Agreement to share trained specialists, CITY and COUNTY will each have impartial hearing officers to preside over their respective code enforcement/compliance proceedings;

ACCORDINGLY, IT IS AGREED:

1. SERVICES: CITY and COUNTY agree that they shall exchange, on an informal basis arranged between COUNTY'S Code Compliance Manager and CITY'S Code Enforcement Officer, the services of specialists to preside over code enforcement proceedings in each other's jurisdiction as needed.

2. PAYMENT: The parties agree that no payment shall be requested or required for such exchanges of personnel.

3. DELEGATION: The parties hereto delegate authority to arrange such exchanges to the individual officers identified in Paragraph 1. With the exception of the need to balance the exchange of specialists following notice of termination, it shall be the duty of said officers to achieve an equitable balance in the use of specialists over the term of this Agreement.

TULARE COUNTY AGREEMENT NO. _____

4. INDEMNIFICATION: COUNTY and CITY shall hold each other harmless, defend and indemnify their respective 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, arising out of the activities of COUNTY or CITY or their agents, officers and employees under this Agreement. This indemnification shall be provided by each party to the other party regarding its own activities undertaken pursuant to this Agreement, or as a result of the relationship thereby created, including any claims that may be made against either party by any taxing authority asserting that an employer-employee relationship exists by reason of this Agreement, or any claims made against either party alleging civil rights violation by such party under Government Code section 12920 et seq. (California Fair Employment and Housing Act). 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.

5. TERMINATION: 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. Termination of this Agreement shall not terminate any obligations to indemnify, to maintain and make available any records pertaining to the Agreement, to cooperate with any audit, to be subject to offset, or to make any reports of pre-termination contract activities.

6. ENTIRE AGREEMENT REPRESENTED: This Agreement represents the entire agreement between CITY and COUNTY as to its 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.

7. NOTICES: 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:

Resource Management Agency
5961 South Mooney Boulevard
Visalia, California 93291

(Fax No.: 209-730-2653 Confirming No.: 209-733-6291)

CITY:

City of Visalia

(Fax No.: _____ / Confirming No.: _____)

Notice delivered personally is effective when delivered. Notice sent by facsimile transmission is deemed 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 and or fax number by giving written notice pursuant to this paragraph.

8. CONSTRUCTION: 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.

9. NO THIRD PARTY BENEFICIARIES INTENDED: 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.

10. GOVERNING LAW: 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 in Tulare County California.

11. WAIVERS: The failure of either party to insist 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 the other party.

12. EXHIBITS AND RECITALS: The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

13. CONFLICT WITH LAWS OR REGULATION/SEVERABILITY: 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.

14. FURTHER ASSURANCES: Each party agrees to execute any additional documents and to perform any further acts which may be reasonably required to effect the purposes of this Agreement.

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

ATTEST: C. BRIAN HADDIX
County Administrative Officer/Clerk of the Board
of Supervisors of the County of Tulare

By _____
Deputy Clerk

CITY OF VISALIA

By: _____
City Manager

ATTEST:
City Clerk of the City of Visalia

Approved as to Form

By _____
City Attorney

Approved as to Form

By _____
Deputy County Counsel

SMC/04-27-06/