

INTERGOVERNMENTAL AGREEMENT

This INTERGOVERNMENTAL AGREEMENT, hereafter "AGREEMENT", is entered pursuant to ORS Chapter 190 by and between Tillamook County, a political subdivision of the State of Oregon, hereafter "COUNTY", and the City of Manzanita, a municipal corporation, hereafter "CITY". The CITY desires the COUNTY provide building permit and inspection services.

CITY and COUNTY mutually covenant and agree as follows:

- 1) The price for services rendered by COUNTY shall be seventy-five percent (75%) of all fees paid to CITY for permits, plan reviews, and fire and life/safety reviews.
- 2) The TERM or PERIOD of this AGREEMENT shall commence when executed by both parties, and shall continue indefinitely, unless terminated by either party in writing, with ninety (90) days' notice. Termination may occur with less than ninety (90) days' notice if agreed to by both parties.

COUNTY agrees as follows:

- 1) COUNTY warrants it has persons on staff with the appropriate certifications necessary to perform all inspections, plan reviews, manufactured dwelling installation inspections, and RV park installation inspections required pursuant to all State codes and other applicable state regulations. All staff shall remain employees of the COUNTY.
- 2) COUNTY shall conduct all necessary building inspections, site inspections, and plan reviews for the CITY.
- 3) COUNTY shall include determination of compliance with CITY's building height and setback requirements (as identified on the CITY Zoning Clearance form) when conducting building inspections.
- 4) COUNTY shall consult with CITY to determine compliance with CITY's height and setback requirements when questions of interpretation arise at a particular site.

CITY agrees as follows:

- 1) CITY shall provide application forms and information to the public regarding CITY permits, and any other reasonable and necessary information and service associated with this AGREEMENT.
- 2) CITY shall determine that building permit applications comply with land use requirements and provide written documentation (such as a letter or zoning clearance form) to COUNTY before COUNTY issues building permits or performs inspections.

- 3) CITY shall provide COUNTY with current information on CITY'S building height and setback requirements.
- 4) CITY shall be available to assist COUNTY building inspectors in determining compliance with CITY's height and setback requirements when questions of interpretation arise at a particular site.

PARTIES mutually agree as follows:

1) MISCELLANEOUS.

- a) **Integration.** This AGREEMENT supersedes all prior oral or written agreements between CITY and COUNTY. It represents the entire agreement between the parties.
 - b) **Savings.** Should any clause or section of this AGREEMENT be declared by a court to be void or voidable, the remainder of this AGREEMENT shall remain in full force and effect.
 - c) **Waiver; Modification.** Failure to enforce any provision of this AGREEMENT does not constitute a continuing waiver of that provision, any other provision, or of the entire AGREEMENT. The rights and duties under this AGREEMENT shall not be modified, delegated, transferred, or assigned, except upon the written consent of both parties.
 - d) **Liability; Indemnification.** Each party shall indemnify and hold harmless the other party from all claims, costs, damages, or expenses of any kind, including attorney's fees and other costs and expenses of litigation, for personal or property damage arising out of the parties' performance required by this AGREEMENT.
 - e) **Jurisdiction; Law.** This AGREEMENT is executed in the State of Oregon, and is subject to Oregon law and jurisdiction. Venue shall be in Tillamook County, unless otherwise agreed by the parties.
 - f) **Attorney Fees.** Attorney fees, costs and disbursements necessary to enforce this AGREEMENT through mediation, arbitration and/or litigation, including appeals, shall be awarded to the prevailing party, unless otherwise specified herein or agreed.
- 2) Notices.** Any notice required or permitted under this AGREEMENT shall be in writing and deemed given when:
- a) actually delivered, or

b) two days after deposit in United States certified mail, postage prepaid, addressed to the other party at their last known address.

3) **Public Contract.** This AGREEMENT is a public contract and all applicable provisions of ORS Chapter 279 (as amended) are incorporated here by reference.

4) **ARBITRATION.**

a) **Disputes to be Arbitrated.** If any dispute arises between the parties, either party may request arbitration and appoint an arbitrator. The other party shall also choose an arbitrator, and the two arbitrators shall choose a third. Arbitrators shall have knowledge and expertise relevant to the subject matters of this AGREEMENT. If the choice of the second or third arbitrator is not made within 10 days of the choosing of the prior arbitrator, then either party may apply to the presiding judge of the judicial district to appoint the required arbitrator.

b) **Procedure for Arbitration.** The arbitration shall proceed according to the Oregon laws governing arbitration. The award of the arbitrators shall have the powers and authority provided by law and this AGREEMENT. The arbitration shall take place in Tillamook County, unless otherwise agreed. Costs of the arbitration shall be shared equally by the parties, but each party shall pay its own attorney fees associated with any arbitration.

Acknowledgment: EACH PARTY REPRESENTS TO THE OTHER BY THEIR SIGNATURES BELOW THAT EACH HAS READ; UNDERSTANDS, AND AGREES TO ALL COVENANTS, TERMS AND CONDITIONS OF THIS AGREEMENT. EACH PARTY REPRESENTS BY THEIR SIGNATURE THE ACTUAL AUTHORITY TO BIND THEIR RESPECTIVE JURISDICTIONS IN THIS CONTRACT.

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Dated this _____ day of _____, 2020.

CITY OF MANZANITA

Mayor Mike Scott

Dated this 9th day of September, 2020.

THE BOARD OF COMMISSIONERS
FOR TILLAMOOK COUNTY, OREGON

Bill Baertlein
Bill Baertlein, Chair

MFBell
Mary Faith Bell, Vice-Chair

David Yamamoto
David Yamamoto, Commissioner

Aye Nay Abstain/Absent

✓ /

✓ /

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ATTEST: Tassi O'Neil,
 County Clerk

By: _____
 Special Deputy

APPROVED AS TO FORM:

Joel W. Stevens
Joel W. Stevens
County Counsel