

AGREEMENT BETWEEN THE COUNTY OF SISKIYOU AND CITY OF DUNSMUIR FOR BUILDING INSPECTION SERVICES

THIS AGREEMENT (“Agreement”) is made and entered into this 3rd day of September 2024, by and between the County of Siskiyou, a political subdivision of the State of California, (“County”), and the City of Dunsmuir, an incorporated city within the County of Siskiyou, (“City”), pursuant to the following terms and conditions.

WITNESSETH:

1. PURPOSE

On a temporary basis, City has requested and County has agreed to provide inspection services within city limits for an interim period of time. This interim period of time will allow City time to employ the services of another building official.

2. TERM

The term of this Agreement shall commence on the date first hereinabove written and shall continue until terminated by either party upon thirty (30) calendar days’ written notice to the other party or January 31, 2025, whichever is earlier.

3. SCOPE OF SERVICES

The County Building Department shall perform all building inspection services for projects located within the City for the duration of this Agreement.

- 3.1 The County Community Development, Building Department Division shall not be responsible for work inspected by other parties prior to the execution of this agreement.
- 3.2 Inspections shall be scheduled on the County’s previously established inspection Routes for the Dunsmuir area, which are currently Monday, Wednesday & Fridays.
- 3.3 The City shall ensure that the required permits have been issued prior to the scheduling of inspections. The City shall give the County at least a 24-hour notice prior to any inspection excluding holidays and weekends.
- 3.4 The permit holder or his/her agent shall have posted a City-issued Inspection Record Card in a conspicuous place on the premises and in such a position as to allow the building inspector to conveniently make the required entries thereon regarding inspection of the work.
- 3.5 The City will not waive code requirements. The City shall issue building permits as established by their ordinance equal to and comparative to the same or equal to what the County provides. The County uses the current minimum standards for the regulation of building construction and to

protect the public safety, health, property and welfare in the County of Siskiyou by adopting the 2022 edition of the California Building Standards Code, Title 24 of the California Code of Regulations.

3.6 Billing for services rendered under the provisions of this agreement shall be monthly and payment shall be made prior to the next billing date. The billing date shall be the fifteenth (15th) of each month or nearest working day before or after in the event of a holiday or weekend.

4. COMPENSATION

The fees for inspection services to be provided herein shall be \$77 per hour with a minimum charge of two (2) hours for the first inspection performed on any given day and \$77 per hour for each additional inspection performed on any given day. The time for which charges will be made shall commence from the furthest location from County offices (Yreka) to within the City of Dunsmuir area for which an inspection has been scheduled and shall end upon return to that point.

(By way of example, if a County inspector had a scheduled inspection in the Mount Shasta area five miles north of the City of Dunsmuir, time would commence being charged to the City of Mount Shasta from that time and would end upon return to the point understanding the minimum charge shall be two (2) hours). In the event that the only inspection(s) scheduled for a given day was within the City of Dunsmuir, time would commence and end from the County Building Inspection office in Yreka.

5. HOLD HARMLESS/INDEMNIFICATION

To the fullest extent permitted by law, City shall hold harmless, defend at its own expense, and indemnify County, its officers, employees, agents, and volunteers, against any and all liability, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from all negligent or willful acts or omissions of either the City or its officers, agents, or employees under this Agreement or the County for its performance of services under this Contract; excluding however such liability, claims, losses, damages, or expenses arising from County's sole negligence or willful acts.

6. INDEPENDENT CONTRACTOR

It is the expressed intention of the parties that County is an independent contractor and not an employee, agent, joint venturer or partner of City. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between County and City or any employee or agent of City. Both parties acknowledge that County is not an employee for state or federal tax purposes. County shall retain the right to perform services for others during the term of this Agreement.

7. AUDITS AND INSPECTIONS

County shall at any time during business hours, and as often as City may deem necessary, make available to City for examination all of its records and data with respect to the matters covered by this Agreement. County shall, upon the request of City, permit City to audit and inspect all of such records and data necessary to ensure County's compliance with the terms of this Agreement. If compensation to be paid by City under this Agreement exceeds Ten Thousand Dollars (\$10,000), County shall be subject to the examination and audit of the California State Auditor, as provided in Government Code section 8546.7, for a period of three (3) years after final payment under this Agreement. This section survives the termination of this Agreement.

8. NOTICE

Any and all notices, reports or other communications to be given to County or City shall be given to the persons representing the respective parties at the following addresses:

COUNTY

Glenn Shockency
806 S. Main Street
Yreka, CA 96097

CITY

Dustin Rief
5915 Dunsmuir Avenue
Dunsmuir, CA 96025

9. PUBLIC RECORDS ACT

Contractor is aware that this Agreement and any documents provided to County may be subject to the California Public Records Act and may be disclosed to members of the public upon request. It is the responsibility of Contractor to clearly identify information in those documents that it considers to be confidential under the California Public Records Act. To the extent that County agrees with that designation, such information will be held in confidence whenever possible. All other information will be considered public.

10. ENTIRE AGREEMENT AND MODIFICATION

This Agreement contains the entire agreement of the parties relating to the subject matter of this Agreement and supersedes all prior agreements and representations with respect to the subject matter hereof. This Agreement may only be modified by a written amendment hereto, executed by both parties. If there are exhibits attached hereto, and a conflict exists between the terms of this Agreement and any exhibit, the terms of this Agreement shall control.

11. ENFORCEABILITY AND SEVERABILITY

The invalidity or enforceability of any term or provisions of this Agreement shall not, unless otherwise specified, affect the validity or enforceability of any other term or provision, which shall remain in full force and effect.

12. TERMINATION

This Agreement may be terminated upon mutual written consent of the parties, or as a remedy available at law or in equity. In the event of the termination of this Agreement, County shall be entitled to compensation for services performed acceptably up to the effective date of termination.

Either party may terminate this Agreement for convenience upon thirty (30) calendar days' written notice to the other party. Upon termination for convenience, Contractor shall be entitled to compensation for services performed acceptably up to the effective date of termination.

13. NO WAIVER

The failure to exercise any right to enforce any remedy contained in this Agreement shall not operate as to be construed to be a waiver or relinquishment of the exercise of such right or remedy, or of any other right or remedy herein contained.

14. DISPUTES

Should it become necessary for a party to this Agreement to bring an action in connection with this Agreement, the prevailing party in any such action shall be entitled to reimbursement for all expenses so incurred, including reasonable attorney's fees. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Siskiyou, State of California.

15. SUCCESSORS AND ASSIGNS

All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

16. COUNTERPARTS/ELECTRONIC, FACSIMILE, and PDF SIGNATURES

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA"), Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this Agreement. The parties further agree that the electronic signatures of the parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA, as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

17. OTHER DOCUMENTS

The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

18. CONTROLLING LAW

The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

19. AUTHORITY

Each party and each party’s signatory warrant and represent that each has full authority and capacity to enter into this Agreement in accordance with all requirements of law. The parties also warrant that any signed amendment or modification to this Agreement shall comply with all requirements of law, including capacity and authority to amend or modify this Agreement.

20. NEGOTIATED AGREEMENT

This Agreement has been arrived at through negotiation between the parties. Neither party is to be deemed the party which prepared this Agreement within the meaning of California Civil Code section 1654. Each party represents and warrants that in executing this Agreement it does so with full knowledge of the rights and duties it may have with respect to the other party. Each party also warrants and represents that it has received independent legal advice from its attorney with respect to the matters set forth in this Agreement and the rights and duties arising out of this Agreement, or that such party willingly foregoes any such consultation.

21. NO RELIANCE ON REPRESENTATIONS

Each party warrants and represents that it is not relying and has not relied upon any representation or statement made by the other party with respect to the facts involved or its rights or duties. Each party understands and agrees that the facts relevant, or believed to be relevant to this Agreement, have been independently verified. Each party further understands that it is responsible for verifying the representations of law or fact provided by the other.

IN WITNESS WHEREOF, County and City have executed this agreement on the dates set forth below, each signatory represents that they have the authority to execute this agreement and to bind the Party on whose behalf their execution is made.

CITY OF DUNSMUIR

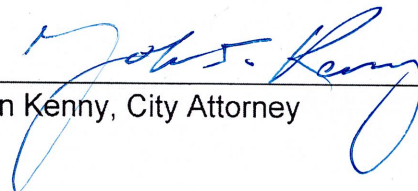
Date: _____



Dustin J. Rief, City Manager

APPROVED AS TO LEGAL FORM:

Date: 9/5/2024



John Kenny, City Attorney

COUNTY OF SISKIYOU

Date: _____

Michael N. Kobseff, Chair

Board of Supervisors
County of Siskiyou
State of California

Fund	Org	Account
1001	206020	512400