

**RESOLUTION NO. 2011-03**

**A RESOLUTION OF THE CITY OF PECK APPROVING AN AGREEMENT BETWEEN THE CITY OF PECK AND NEZ PERCE COUNTY FOR PLANNING AND BUILDING INSPECTION SERVICES, AUTHORIZING THE EXECUTION OF THE AGREEMENT, AUTHORIZING THE CHARGING OF FEES, AND PROVIDING FOR EFFECTIVE DATE.**

WHEREAS, the City of Peck has come to an agreement with Nez Perce County for purposes of Nez Perce County providing Planning and Building Inspection services to the residents of the City of Peck; and

WHEREAS, the attached agreement sets out the terms and conditions for Nez Perce County's provision of necessary building inspection services to the City of Peck; and

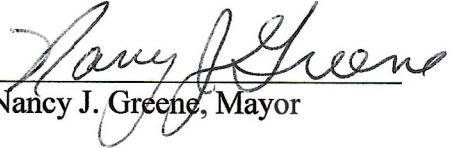
WHEREAS, the City Council will set rates consistent with the agreement for purposes of Planning Services and Building permit fees and such other fees as may be appropriate.


NOW THEREFORE be it resolved by the Mayor and City Council of the City of Peck as follows:

1. That an Agreement between Nez Perce County and the City of Peck as attached as Exhibit 1 shall be and is hereby approved.
2. The Mayor and City Clerk are authorized and directed to execute and attest the agreement on behalf of the City of Peck.
3. That the charges for Building and Planning inspection services as set out in the agreement are hereby adopted by the City Council as the fees to be paid by applicants for Planning and Building inspection services performed by Nez Perce County pursuant to the agreement attached as Exhibit 1.
4. That the City is authorized to impose such additional fees for Planning Services, Building Permits, Consulting or one time related expenses by further resolution should the Council deem appropriate.
5. This agreement does not waive or affect the sovereignty of either the City of Peck or Nez Perce County and is not a mutual aid agreement as that term may be defined by Idaho Code and is simply an agreement to for Nez Perce County to provide to the City of Peck services set out in the attached agreement.
6. This agreement shall be in full force and effect after its passage and approval.

DATED this 11<sup>th</sup> day of August, 2011.

**CITY OF PECK**

By:   
Nancy J. Greene, Mayor

ATTEST:   
Tami Firzloff, City Clerk

**CONTRACT BETWEEN NEZ PERCE COUNTY AND CITY OF PECK  
FOR PLANNING & BUILDING SERVICES**

THIS CONTRACT is made and entered into by and between the Nez Perce County Board of County Commissioners, (hereafter "COUNTY"), and the City of Peck, State of Idaho, by and through its authorized representative (hereafter "CITY"). The COUNTY and the CITY may hereafter collectively be referred to as the "PARTIES." Unless expressly identified to the contrary, any reference herein to the International Building, Residential, or Energy Conservation Codes shall mean the 2009 Edition of said codes.

WITNESSETH:

WHEREAS, the COUNTY is a self-governing agency of the State of Idaho having the statutory authority to enter into contracts with local governmental entities for the purpose of administering building code inspection programs; and Contract

WHEREAS, the CITY, has adopted the 2009 International Building, Residential, and Energy Conservation Codes; and

WHEREAS, the CITY has determined that it does not desire to provide its own inspections with respect to the administration of the International Building, Residential, and Energy Conservation Codes; and

WHEREAS, the CITY and the COUNTY now desire to enter into a contract to facilitate the inspection by the COUNTY of buildings and structures within the CITY's jurisdiction in accordance with the International Building, Residential, and Energy Conservation Codes; and

WHEREAS, the CITY and the COUNTY desire to commemorate the terms and provisions of their contract by means of a written document;

NOW, THEREFORE, the COUNTY and the CITY hereby agree and contract as follows:

1. Delegation of Authority. The COUNTY does hereby agree to administer the then current International Building, Residential, and Energy Conservation Codes as adopted by the CITY.

The CITY does hereby grant to the COUNTY the power and authority to administer the International Building, Residential, and Energy Conservation Code inspection program within the CITY's jurisdiction and to serve as the Building Inspection Agency for the CITY for the effective period of this Contract. It is further understood and agreed that the CITY shall be responsible for setbacks and shall undertake the necessary enforcement actions relative to violations of the International Building, Residential, and Energy Conservation Codes identified as the result of the COUNTY's inspections.

2. **Termination.** The PARTIES agree that this Contract can be terminated by either PARTY by serving a written notice of termination upon the other at least thirty (90) days prior to the effective termination date.
3. **Permits and Fees.** The PARTIES agree that the issuance of permits and collection of appropriate fees shall be the responsibility of Nez Perce County. All applicable fees shall be collected by Nez Perce County Planning and Building Department. All fees shall be in conformance with Nez Perce County ordinances and Idaho Code §§ 31-870, 39-4112, and 39-4113. The minimum building permit and plan review fees set forth by the County shall be used for determining building permit fees. The amounts of the permits and fees so collected shall be paid to and collected by the County Planning and Building Department.
4. **Timely Response.** The PARTIES agree that the COUNTY building inspector shall in a timely fashion respond to calls of inquiry from members of the public and all calls forwarded to the County inspector to insure a timely response as they are received. The Telephone numbers to be used are: Office (208) 799-3197 or Cell (509) 751-6781.
5. **Schedule.** All inspections shall be requested 24 hours in advance of the needed inspection by calling the County Building Dept. at (208) 799-3197. The COUNTY building inspector shall provide a schedule of his activities sufficiently in advance so that persons requesting permit and inspection services may plan their activities accordingly.

6. Consultation. The City is authorized to seek assistance from the COUNTY for services relating to building inspection including but not limited to inspection, consulting and planning. The PARTIES agree that the COUNTY shall have the right to charge the CITY a consultation fee for any extraordinary inspection not otherwise contemplated and not covered by a building permit fee. Prior to incurring a consultation fee, the county shall notify the City of the circumstances and anticipated cost of the extraordinary inspection services. Such extraordinary consultation fees shall be billed by the COUNTY to the CITY within thirty (30) days from the date the services are rendered. The CITY shall pay the billed amount of the consultation fees to the COUNTY within thirty (30) days of its receipt of the billing.
7. Effective Date. The PARTIES agree that this Contract shall be in effect on and after the date of its execution by the PARTIES as evidenced by the date of the last signature. This Contract shall remain in full force and effect for one (1) year from the effective date unless terminated earlier pursuant to Paragraph 2, above.
8. Renewal. This Contract shall be considered to be automatically renewed for successive one (1) year periods hereafter unless otherwise terminated by either party in the form and manner set forth in Paragraph 2, above.
9. Default. In the event that either PARTY defaults in their performance of any material term or provision of this Contract, the PARTY not in default may terminate this Contract and pursue any available remedies.
10. Modification. The PARTIES agree that this Contract contains all the terms, provisions, and conditions of their agreement and that the Contract may not be changed, amended, or superseded unless by means in writing executed by both PARTIES hereto.
11. Notice. Any notice or payment contemplated by this Contract shall be made to the PARTIES at the addresses noted herein. It shall be the responsibility of each PARTY to provide timely notice of changes of address.

To the County at:  
PO Box 896  
Lewiston, Idaho 83501

To the City at:  
PO Box 105  
Peck, Idaho 83545

Dated this 11<sup>th</sup> day of August 2011.

Nez Perce County:

Mike Snow

Attest:

William Wagoner, Deputy  
County Clerk

City of Peck

Nancy J. Greene  
Nancy J. Greene, Mayor

Attest:

Tami K. Firzloff  
Tami Firzloff, City Clerk