

A RESOLUTION AUTHORIZING THE MAYOR AND)
RECORDER TO ENTER INTO AN AGREEMENT FOR)
THE ESTABLISHMENT OF PLUMBING INSPECTION)
SERVICES BETWEEN THE CITY OF LEBANON,)
OREGON AND LINN COUNTY, OREGON.)


RESOLUTION NO. 33
for 1978

BE IT RESOLVED BY THE COMMON COUNCIL OF THE CITY OF LEBANON, AS
FOLLOWS:

Section 1. That the Mayor and Recorder are hereby authorized
and directed to enter into an agreement with Linn County, Oregon for
the establishment of plumbing inspection services.


Section 2. A copy of said agreement is set forth in attached
Exhibit "A".

Passed by the Council by a vote of 5 for and 0 against
and approved by the Mayor this 28th day of June, 1978.



Mayor

ATTEST:



Recorder

A G R E E M E N T

THIS AGREEMENT, made and entered into this _____ day of _____, 1978, by and between Linn County, Oregon hereinafter referred to as the First Party, and the City of Lebanon, hereinafter referred to as the Second Party,

WITNESSETH:

WHEREAS, the City of Lebanon has duly adopted the Uniform Plumbing Code as amended by the State of Oregon,

WHEREAS, the City of Lebanon does not have anyone who is duly authorized by the State of Oregon to provide inspection of plumbing installations as regulated in the Uniform Plumbing Code as amended by the State of Oregon,

WHEREAS, in furtherance of the public interest Linn County desires to accommodate the City of Lebanon by making available plumbing inspection services,

NOW, THEREFORE, pursuant to the provisions of ORS, Chapter 190, for and in consideration of the mutual promises hereinafter contained, it is hereby agreed by and between the parties hereto as follows:

It is understood and agreed that the services above enumerated are to be performed by the Linn County Building Official, or his agent, and that while in the performance of his duties, delegated pursuant to the provisions of this Agreement, any civil liability, excluding liability arising out of the operation or control of a motor vehicle, by him incurred in favor of any third person or persons for which the Second Party might otherwise be liable shall be the liability of the First Party, and the First Party shall defend such suit or action at its own expense and without any cost to the Second Party, and in the event costs are taxed to the Second Party in such suit or action, the First Party agrees to pay such costs and save harmless the Second Party on account thereof.

The First Party agrees that it will issue no plumbing permits nor cause or permit any plumbing inspections to be made on its behalf except as provided for herein and agrees that the Second Party and the permit issuing agency shall be paid for their services by and through the collection of fees for plumbing permits and inspections and authorizes the designated permit issuing agent, the Building Official, authority to exact such fees from person, firms and corporations within the territorial limits of the First Party who make application for such permits and inspections. Such fees shall be the same in amount as those charged other applicants within Linn County.

It is understood and agreed that the permit issuing agency shall receive and retain 5% of all plumbing permit fees; plus 4% State Surcharge, collected for its service charge and the remainder of fees collected shall be promptly forwarded to the Linn County Building Official along with all permit applications and that such fees collected shall be in full satisfaction for the service rendered. The Second Party shall furnish to such permit issuing agent all necessary forms, fee schedules and written instructions pertaining to fees and applications. Such agent shall be deemed the agent of the First Party, unless such agent is the Second Party, for all purposes, and funds by him received shall be deemed in his possession until actually delivered to the Second Party, risk of loss in transit to be borne by the First Party.

Both parties agree that should either party desire to terminate the contract it may do so only by notice to the other party in writing on or before May 1 of the year in which termination is desired. Said contract is and shall be terminated on July 1 of that year.

The term of this Agreement is one (1) year, commencing with the date of execution of this instrument.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first above written.

FIRST PARTY

City of Lebanon, Oregon

W. F. Spires
Mayor
Edna K. Aug
Recorder

SECOND PARTY

Board of Commissioners
Linn County, Oregon

Chairman

Commissioner

Commissioner

APPROVED AS TO FORM:

Jackson L. Frost, Linn County District Attorney

By _____
Deputy District Attorney

By _____
Attorney for First Party