

**BEFORE THE BOARD OF CURRY COUNTY COMMISSIONERS
IN AND FOR THE COUNTY OF CURRY, OREGON**

**In the Matter of an Order Amending and)
Restating a Memorandum of)
Understanding by and between Curry)
County and the City of Brookings)
(Building Inspector Services))**

ORDER NO. 23340

WHEREAS, Curry County ("County") entered into a Memorandum of Understanding ("MOU") with the City of Brookings ("City") allowing the County Building Official to perform Building Inspection services for the City of Brookings, effective June 1, 2021; and

WHEREAS, due to additional services requested by the City and an increase in costs incurred in the performance of services by the County, amendments to the MOU are necessary.

NOW, THEREFORE, IT IS HEREBY ORDERED THAT the 2021 MOU is amended and restated by the MOU attached hereto and incorporated herein by reference ("2023 MOU").

DATED this 6th day of December, 2023.

BOARD OF CURRY COUNTY COMMISSIONERS

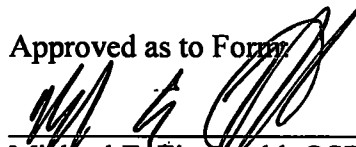


John Herzog, Chair



Brad Alcorn, Vice Chair

Approved as to Form



Michael E. Fitzgerald, OSB #950738
County Legal Counsel



Jay Trost, Commissioner

CJ 2023-378
Curry County Clerk, Shelley Denney
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MEMORANDUM OF UNDERSTANDING
By and between Curry County and City of Brookings

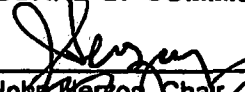
This Memorandum of Understanding is made by and between Curry County ("County"), and the City of Brookings ("City"). The parties agree as follows:

1. **TERM:** This Contract shall commence on November 1, 2023, and shall continue until this agreement is cancelled by either party as described in Section 6.
2. **SERVICES:** The County shall provide professional residential and commercial building inspection and plan review services to the City. Services shall include residential structural and mechanical, residential plumbing, manufactured dwellings, commercial structural, commercial mechanical, commercial plumbing, and plan review. Inspection services require a 48 hour notice from the City. The service area is within the city limits of the City of Brookings.
 - 2.1. The County Building Official shall set priority for inspections but shall have requested inspections completed within 48 business hours of receipt barring time out of office.
 - 2.2. The City will provide the County Building Official with a copy of all application forms, report forms, and other related materials to be used in the conduct of City services.
 - 2.3. Except as otherwise specified, all original files and records related to the City's building permit applications shall be retained at the City offices for the term of the agreement.

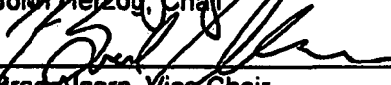
Acceptance of plan review and/or inspection service requests will be based on availability and determination of any conflicts of interest. Plan review shall be done in order once received.
3. **PAYMENT:** The billing rate for services provided by the County Building Official is \$65.00/ hour for services described in section 2. Plan Review fees shall consist of the entirety of the plan review fees collected by the City but at minimum but shall not be less than \$65.00/ hour. Payments shall be made monthly upon completion of the work and receipt of invoice.
4. **INDEMNIFICATION:** Each party shall defend, indemnify and hold harmless the other party, it's officers, agents and employees, from any and all claims, liabilities, demands, damages, actions or proceedings arising from or related to the negligence, wrongful acts, or omissions in connection with the performance of any services under this contract.
5. **LIABILITY FOR DAMAGE OR INJURY:** The City understands and agrees that the County assumes no responsibility or liability for any damage, injury, or loss resulting from or arising under this agreement at any time. The City hereby waives, releases and discharges the County, its officer agents, and employees from any and all claims, losses, suites, damages, liabilities, and proceedings of any kind or nature which may arise at any time for any damages or injuries to persons or property arising or resulting from activities under this contract. The City of Brookings covenants not to sue or initiate any type of proceeding or claim against Curry County, its officers, agents and employees for any damages, injuries, claims, or losses of any kind resulting from the activities under this contract.
6. **TERMINATION:** Either party may terminate this agreement at any time upon written notice to the other party.

7. **THIRD PARTY BENEFICIARY:** Curry County and the City of Brookings are the only parties to this contract and are the only parties entitled to enforce its terms. Nothing in this contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this contract.
8. **NOTICES:** Any notice required by this contract must be given by email or in writing by personal delivery or by certified mail return receipt requested to the following address. Any notice so mailed shall be deemed to be given three (3) days after mailing. Any notice by personal delivery shall be deemed to be given when actually delivered.
- 8.1. Curry County's address for notice is: Ted Fitzgerald, 94235 Moore Street, Suite 123, Gold Beach, OR 97444. CountyCounsel@co.curry.or.us
- 8.2. City of Brookings address for notice is: Janell Howard, 898 Elk Drive, Brookings, OR 97415. jhoward@brookings.or.us
9. **AMENDMENT:** This contract may be amended or modified at any time upon the written agreement of both parties, signed and executed in the same manner as below.
10. **ENTIRE CONTRACT:** This Memorandum of Understanding constitutes the entire agreement between the parties. There are no promises, agreements, conditions or understandings, either oral or written, between the parties other than those set forth in this contract. This Memorandum of Understanding Supersedes and cancels any prior written or verbal agreement between the parties for similar services.

**CURRY COUNTY
BOARD OF COMMISSIONERS**



John Herzog, Chair

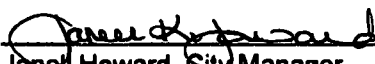


Brad Alcorn, Vice Chair



Jay Frost, Commissioner

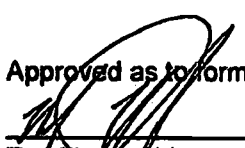
CITY OF BROOKINGS



Janell Howard, City Manager

Date: 12/6/13

Approved as to form:



Ted Fitzgerald
County Legal Counsel