

REVIEWED  

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LEGAL COUNSEL

For Recording Stamp Only

**MEMORANDUM OF UNDERSTANDING BETWEEN  
COMMUNITY DEVELOPMENT DEPARTMENT  
AND SOLID WASTE DEPARTMENT  
FOR CODE ABATEMENT FUNDING  
DOCUMENT NO. 2023-643**

This Memorandum of Understanding (“Understanding”) is entered into between the Solid Waste Department hereinafter referred to as “SW” and the Community Development Department, hereinafter referred to as “CDD”, subdivisions of Deschutes County, a political subdivision of the State of Oregon.

**PURPOSE:** The purpose of this Understanding is to provide resources for abatement of code compliance cases in Fund 020 – Code Abatement.

**UNDERSTANDING:** It is hereby agreed to as follows:

1. **DURATION:** The effective date of this Understanding shall be from July 1, 2023, to June 30, 2024.
2. **TERMINATION:**
  - a. Upon thirty (30) days written notice either party may terminate this Understanding.
  - b. Termination under this paragraph shall not affect any obligations or liabilities accrued prior to such termination.
3. **COMPENSATION:**
  - a. By automated line item transfer at the beginning of each month, SW agrees to transfer to Fund 020 – Code Abatement for abatement services rendered under this Understanding, a monthly amount of Sixteen Thousand Six Hundred Sixty Six Dollars and 66/100 Dollars (\$16,666.66), for an annual total of Two Hundred Thousand Dollars and 00/100 Dollars (\$200,000).
  - b. If this Understanding terminates prior to June 30, 2024, any unearned portion of the transfers shall be retained in Fund 020 – Code Abatement.

4. **RESPONSIBILITIES OF SW: SW agrees to:**

- a. Ensure payment of compensation outlined in paragraph 3(a).

5. **RESPONSIBILITIES OF CDD: CDD agrees to:**

- a. Determine validity of progressing a code violation to the abatement process.
- b. Maintain electronic records for substantiated and unsubstantiated code violations.
- c. Ensure Deschutes County Code (DCC) 1.16 Code Violations and Enforcement are enforced and procedures are followed.
- d. Post Notice of Abatement on premise or at site of nuisance and/or send via certified mail, return receipt.
- e. If violation for which Notice of Abatement has been issued is not corrected within the specified timeframe, abatement may proceed in accordance with DCC 1.16 Code Violations and Enforcement and DCC 13.36 Nuisances and Abatement.

6. **AGENT OF CDD:** CDD shall be deemed an agent of SW for all purposes of this Understanding.

7. **SUBCONTRACTS AND ASSIGNMENT:** Neither party will subcontract or assign any part of this Understanding without the written consent of the other party.

8. **THIS IS THE ENTIRE UNDERSTANDING.** This Understanding constitutes the entire Understanding between the parties. This Understanding may be modified or amended only by the written Understanding of the parties.

9. **ADDITIONAL TERMS AND CONDITIONS:**

a. The parties agree that:

- (1) No assigned employee provided under this Understanding shall be required to be exposed to any known or suspected hazardous materials; and
- (2) In the event the assigned personnel discovers known or suspected hazardous materials at a site, the assigned personnel shall immediately cease his or her investigation until such time as the site is inspected and declared or made safe by the appropriate hazardous materials authority.

b. Contract Administration:

- (1) SW designates Tim Brownell to represent SW in all matters pertaining to administration of this Understanding.
- (2) CDD designates Peter Gutowsky to represent CDD in all matters pertaining to administration of this Understanding.

(3) Any notice or notices provided for by this Understanding or by law shall be given to:

Dated this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_

DESCHUTES COUNTY DIRECTOR OF SOLID  
WASTE

\_\_\_\_\_

Dated this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
ANTHONY DeBONE, Chair, County Commissioner

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PATTI ADAIR, Vice Chair, County Commissioner

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PHIL CHANG, County Commissioner