

BUILDING OFFICIAL SERVICES
Fiscal Year 2023 / 2024

AGREEMENT made between Adams County and the City of New Meadows, each being a governmental entity of the State of Idaho.

WHEREAS, the City of New Meadows is without a building department official and they desire to obtain the services necessary to process their building permits;

WHEREAS, Adams County currently employs personnel who are certified in providing the necessary building department function;

NOW, THEREFORE, both parties hereby agree to enter into this agreement whereby Adams County will provide the building department services required by the City of New Meadows.

DURATION OF AGREEMENT: This Agreement will be effective October 1, 2023, and will expire September 30, 2024, unless both parties agree to renewal on its anniversary date after proper notification is submitted thirty days prior to its expiration.

DESIGNATION: Any Building Official so employed by Adams County shall be considered designated as the City of New Meadows Building Official.

PURPOSE: Adams County will provide sufficient personnel and equipment to facilitate the duties of a building official for the City of New Meadows. The City of New Meadows will continue to provide all necessary forms for building permit applications as well as its current level of administration and furnish the County with copies of their building ordinances.

PAYMENT: On the first of January, April, July, and October, Adams County will submit quarterly invoices to the City of New Meadows in the amount of 70% of the building permit fees for all processed applications as calculated by the Adams County Building Department. Additionally, 100% of all solid waste fees to be remitted to Adams County as calculated by the Adams County Building Department. A Schedule of Building Permit Fees to be collected will be set by Adams County. Adams County does reserve the right to require additional fees, if necessary, to do special plan reviews that may be required on specific plans. The City of New Meadows reserves the right to set its own additional fees as needed. The city of New Meadows will collect any additional fees plus a 10% administrative fee from the applicant and submit the appropriate amount to Adams County. The City of New Meadows will promptly pay all received invoices under this agreement.

TRACKING: The City of New Meadows will include with its quarterly reimbursement to Adams County a report detailing the date, construction evaluation and fee paid for all building permits issued in that quarter.

MODIFICATION-FINAL AGREEMENT: This Agreement shall be binding on and shall inure to the benefit of the Parties hereto. The Parties further agree that in order for any modification of this Agreement to be effective, it must be in writing and signed by the Parties.

INVALIDITY & SEVERABILITY: If any portion of this Agreement is determined to be invalid or unenforceable as a matter of law, such invalidity or lack of enforcement shall be limited to such portion, and will not affect any other portions or provisions, and which shall be given the fullest effect permitted by law.

In the event that it should ever be determined by a tribunal having appropriate jurisdiction that this Agreement is illegal or unenforceable as a matter of law, this Agreement shall be deemed to be null and void, and both Parties hereto shall be relieved of any further performance under the terms of this Agreement.

LEGAL COUNSEL: It is expressly understood and agreed to by the Parties hereto that they have had the opportunity to have this Agreement reviewed by their own legal counsel and that they have either done so, or have waived the right to do so. The signatures of the Parties' acknowledge their understanding of this provision and they either did have their legal counsel review this Agreement, or knowingly, freely and voluntarily waived their right to do so.

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COMPREHENSION: The Parties hereto further covenant, agree and represent that the terms of this Agreement have been completely read by them and that the terms of this Agreement are fully understood, binding and voluntarily accepted by them.

APPLICABLE LAW: This Agreement shall be construed and interpreted in accordance with the laws of the State of Idaho.

NO ASSIGNMENT: Parties hereto further covenant and agree that neither Party hereto shall have the right to assign or encumber this Agreement, or any part thereof, without prior written consent of the other Party.

ATTORNEY FEES: In the event action is instituted by either Party hereto to enforce the terms set forth in this Agreement, or any part thereof, the prevailing Party in such action shall be entitled to recover such Party's reasonable attorney fees to be fixed, in addition to such Party's costs and disbursements, by the court.

VENUE: The Parties agree that all action or proceedings arising in connection with this agreement shall be tried and litigated in Adams County, Idaho.

ENTIRE AGREEMENT: The Parties hereto further agree and understand that this Agreement contains the entire Agreement between them and there are no other oral or written understandings between the Parties other than those expressed herein.

MUTUAL HOLD HARMLESS: Each party to this agreement agrees to indemnify and hold harmless the other party, its officer, employees, representatives, and agents from, for, and against any and all allegations, claims, liabilities, losses, demands, damages, expenses, suits, actions, proceedings, judgments, and costs of any kind whatsoever, whether actual or merely alleged and whether directly incurred or from a third party or claim sustained by any person or property caused by the party or its employees while performing under this Agreement.

Each party shall notify the other party of the assertion of any claim and provide reasonable assistance (at the expense of the City of New Meadows) in connection with the defense and be entitled to pre-approve any settlement and be entitled to, in the exercise of reasonable discretion, preapprove legal counsel selected by the City of New Meadows.

ADAMS COUNTY


Commission Chair

11-13-2023
Date of signature

ATTEST:


Sherry Ward, County Clerk

CITY OF NEW MEADOWS

Julie Good, Mayor

Date of signature

ATTEST:

Kayla Gardner, City Clerk