

CITY OF LAFAYETTE

AGREEMENT FOR BUILDING OFFICIAL SERVICES

This Agreement is a Personal Services Contract between the City of Lafayette, a Municipal Corporation of the State of Oregon, hereinafter called CITY, and Brian G. Smith, hereinafter called BUILDING OFFICIAL, a licensed and certified Building Inspector, and shall be for the period July 1, 2004 through June 30, 2005.

WITNESSETH:

WHEREAS, CITY requires the services of a BUILDING OFFICIAL; and

WHEREAS, the City Administrator is authorized by Chapter 8 of the Lafayette Municipal Code to appoint a BUILDING OFFICIAL; and

WHEREAS, Brian G. Smith is able and prepared to provide such services as CITY requires, under those terms and conditions set forth;

NOW, THEREFORE, IN CONSIDERATION of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. SCOPE OF SERVICES

BUILDING OFFICIAL shall provide the following professional services:

- A. BUILDING OFFICIAL shall oversee the Building Program function, in conformance with Chapter 8, Building, of the Lafayette Municipal Code.
- B. BUILDING OFFICIAL will be responsible for providing the full range of services required to operate a Building Inspection Program, excluding electrical inspections. These duties include, but are not limited to, plan review, building, mechanical and plumbing inspections, pre-job conferences, technical assistance, and dangerous building code enforcement.
- C. BUILDING OFFICIAL shall provide City documentation of all licenses and/or certifications required by the State of Oregon to fulfill these duties.
- D. BUILDING OFFICIAL will assist the City Administrator in preparing and/or reviewing plans and filings required by the State of Oregon Building Codes Division.
- E. BUILDING OFFICIAL will provide, at no cost to CITY, his own vehicle, cell phone, code books, office space and supplies, except where otherwise specified herein.

- F. BUILDING OFFICIAL will provide assistance to CITY in developing procedures required to assist in processing and tracking building permits and reporting same to state and local agencies.
- G. BUILDING OFFICIAL will assist CITY in maintaining up to date information on building permit requirements and costs.
- H. BUILDING OFFICIAL will provide technical assistance on building codes and related issues as needed to city staff, contractors and the general public.

2. COMPENSATION

- A. Payment will be made by the 20th day of each month to the BUILDING OFFICIAL for services identified in Section 1 above as follows:
 - 1) Plan review fees will be paid at a rate of 100% of the plan check fees received by CITY for plans reviewed by BUILDING OFFICIAL, payable upon completion of the plan review.
 - 2) Building inspection fees for building, plumbing, and mechanical permits at the rate of 60% of the permit fees received by CITY, 30% to be payable upon issuance of a Building Permit. Upon completion of inspections and submission of the completed Building Inspection Job Record Card to CITY, BUILDING OFFICIAL shall receive the remaining 30% of the permit fee.
 - 3) Re-inspection fees shall be paid at a rate of 100% of re-inspection fees received by CITY for re-inspection performed by BUILDING OFFICIAL.
 - 4) Extra work not covered by Building Permit fees shall be paid at a rate of \$55.00 per hour, with a one-hour minimum. Such work will be compensated only when undertaken at the request of the City Council or City Administrator.

3. STATUS OF BUILDING OFFICIAL AS INDEPENDENT CONTRACTOR

- A. BUILDING OFFICIAL shall be an independent contractor for all purposes and shall be entitled to no other compensation or benefits from CITY other than the compensation provided for under Section 2 of this Agreement.
- B. BUILDING OFFICIAL and any authorized subcontractors are responsible for maintaining all required licenses and certifications, and the CITY shall have no costs associated therewith.
- B. BUILDING OFFICIAL is responsible for any federal, state and local taxes and fees applicable to payments hereunder.

- C. BUILDING OFFICIAL shall provide insurance coverage for its workers in compliance with the requirements of the Workers Compensation Statutes, ORS Chapter 656.

4. **SUBCONTRACTING**

- A. BUILDING OFFICIAL shall not subcontract work under this Agreement, in whole or in part, without the written approval of the CITY. Notwithstanding CITY approval of a subcontractor, the BUILDING OFFICIAL shall remain obligated for full performance hereunder, and the CITY shall incur no obligation other than its obligations to the BUILDING OFFICIAL hereunder.
- B. CITY hereby authorizes subcontracting of work under this Agreement to Gary Biggs, a licensed building inspector and plans examiner, at the discretion of BUILDING OFFICIAL, subject to the provisions of Section 4A above, and subject to providing documentation of the appropriate licenses and/or certificates.

5. **INDEMNIFICATION**

- A. BUILDING OFFICIAL shall hold harmless, defend and indemnify the CITY and the CITY'S officers, agents and employees against all claims, demands, actions and suits brought against any of them arising from the BUILDING OFFICIAL'S work or any subcontractor's work under this Agreement.
- B. BUILDING OFFICIAL agrees to maintain a minimum of \$1,000,000 in General Liability and \$500,000 in Professional Liability insurance coverage, name the City of Lafayette as additional insured, and provide a Certificate of Insurance for said coverage. Coverage must also include work of any subcontractors, or subcontractors must provide proof of coverage in their own name, subject to the same terms and conditions.

6. **SPECIAL CONDITIONS**

- A. BUILDING OFFICIAL agrees that it is understood that the CITY may elect at some point to establish an in-house BUILDING OFFICIAL position and that this contract does not guarantee exclusive rights to building inspection services for the CITY. BUILDING OFFICIAL agrees to work with the CITY to assure a smooth transition should this occur.
- B. BUILDING OFFICIAL agrees to complete inspections on any building permits that are in progress at the time work begins under this contract without additional compensation
- C. The City of Lafayette agrees to provide business cards with the City of Lafayette logo for use by the BUILDING OFFICIAL.

7. **METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, MAKING PAYMENTS**

All notices, bills and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills and payments sent by mail should be addressed as follows:

CITY:	Diane Rinks	BUILDING OFFICIAL:	Brian G. Smith
	City of Lafayette		6140 Poverty Bend Rd
	PO Box 55		McMinnville Or 97128
	Lafayette OR 97127		

When so addressed, such notices, bills and payments shall be deemed given upon deposit in the United States mail, postage prepaid.

8. **TERMINATION**

- A. Either party may terminate this Agreement, with or without cause, by giving thirty (30) days written notice to the other party.
- B. CITY agrees that it will assume responsibility to complete inspections on permits that may be in progress at the time of termination of this Agreement by the CITY or BUILDING OFFICIAL. No additional reimbursement will be due BUILDING OFFICIAL on such permits.

9. **ACCESS TO RECORDS**

CITY shall have access to books, documents, papers and records of BUILDING OFFICIAL that are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcripts.

10. **WORK IS PROPERTY OF CITY**

All work performed by BUILDING OFFICIAL under this Agreement shall be the property of the CITY. The BUILDING OFFICIAL shall work with the City Administrator or his/her designee to issue all orders and notices of corrections.

11. **COMPLIANCE WITH LAWS**

BUILDING OFFICIAL shall comply with all federal, state and local laws and ordinances, applicable to public contracts and to the work to be done under this Agreement.

12. **MODIFICATION**

Any modification of the provisions of this Agreement shall be in writing and signed by the parties.

13. INTEGRATION

This Agreement contains the entire agreement between the parties and supersedes all prior written or oral discussions and agreements.

14. ATTORNEY FEES

- 1.) In the event a lawsuit of any kind is instituted on behalf of the CITY to obtain performance of any kind under this Agreement, the BUILDING OFFICIAL agrees to pay such additional sums as the court may adjudge for reasonable attorney fees and to pay all costs and disbursements incurred.
- 2.) In the event a lawsuit of any kind is instituted on behalf of the BUILDING OFFICIAL to obtain performance of any kind under this Agreement, the CITY agrees to pay such additional sums as the court may adjudge for reasonable attorney fees and to pay all costs and disbursements incurred.

15. SEVERABILITY

The parties agree that if any term or provision of this agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected.

IN WITNESS WHEREOF, CITY has caused this Agreement to be executed in duplicate originals by its duly authorized undersigned officer and BUILDING OFFICIAL has executed this Agreement.

CITY OF LAFAYETTE

BUILDING INSPECTOR



Diane J. Rinks, City Administrator



Brian G. Smith

Date: 11/9/04

Date: 11/9/04