

Instrument # 288125

IDAHO CITY, BOISE COUNTY, IDAHO

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Recorded for : IDAHO CITY

MARY T. PRISCO

Fee: 0.00

Ex-Officio Recorder Deputy

Index to: MISCELLANEOUS

Mary T. Prisco

RESOLUTION NO. 2024-10

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF IDAHO CITY, IDAHO, AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT FOR BUILDING CODE INSPECTION AND REVIEW SERVICES.

WHEREAS, the City has the authority under Idaho Code sections 39-4103 and 39-4116 to enforce its adopted building codes; and

WHEREAS, the City has contracted for services relating to its building code, including but not limited to the inspection and plan review of all construction, improvement, extension or alteration of buildings, residences, or structures under the City's jurisdiction; and

WHEREAS, Boise County has experienced and qualified employees to perform those services and provide on-site services;

NOW, THEREFORE, BE IT RESOLVED by the Mayor and City Council of the City of Idaho City, Idaho, that the City Council hereby authorizes the Mayor to enter into an agreement with Boise County for services related to the enforcement of the City's building code, as set forth in Exhibit A. The City Clerk is hereby directed to terminate the City's current contract with Aoka Engineering, LLC.

PASSED BY THE COUNCIL of the City of Idaho City this 23rd day of October, 2024.

APPROVED BY THE MAYOR of the City of Idaho City this 23rd day of October, 2024.

Kenneth Everhart

Kenneth Everhart, Mayor

ATTEST:

Nancy L. Ptak

Nancy L. Ptak, City Clerk/Treasurer

Exhibit A

INTERAGENCY PROFESSIONAL SERVICES AGREEMENT BETWEEN CITY OF IDAHO CITY AND BOISE COUNTY FOR BUILDING INSPECTION SERVICES

This Interagency Professional Services Agreement (this "Agreement") is entered into as of the Effective Date (defined below) by and between the City of Idaho City ("City") and Boise County.

WHEREAS, the City and Boise County are local governments created under the laws of the State of Idaho and are authorized by Idaho Code sections 39-4103 and 39-4116 to enforce building codes for the purpose of prescribing the standards of all structures constructed in its jurisdiction, and the parties are further authorized to enter into contracts for the purpose of professional services; and

WHEREAS, the City Council of Idaho City ("Council") has determined that it is in the best interest of the City to enter into a contract with the County to provide for inspection services related to the administration of the City's building code, including the inspection, plan review, and permitting requirements contained in its ordinances related to the City's building program, but excluding all enforcement of building codes (collectively, "Inspection Services"); and

WHEREAS, the Boise County Board of Commissioners ("Commissioners") through its statutory authority hereby gives consent to the County's Planning and Zoning Department Office ("County") to perform the Inspection Services; and

WHEREAS, the City, has authorized the County to provide Inspection Services related to the administration of the City's building code services program, including but not limited to the inspection and plan review of all construction, improvement, extension or alteration of buildings, residences, or structures, within the City's jurisdiction, excluding administrative tasks related to permitting and code enforcement;

NOW, THEREFORE, it is mutually agreed as follows:

1. County shall diligently apply all rules and regulations under the various building codes and other applicable building codes adopted by the City with any amendments as adopted by the City, and verify that all provisions of permitting required by the City pursuant to such uniform codes are observed related to open building permits (County is not responsible for policing violations or actions done outside of the permitting process). Furthermore, all inspections, plan reviews and associated activities conducted by the County pursuant to this Agreement shall be conducted in substantial accord with the standards recognized by the City as expressed in City code.

2. At all times throughout the term of this Agreement, County's employees ("Inspectors") conducting the Inspection Services shall be sufficiently qualified to provide services in the manner established by this Agreement. Specifically, without limitation, Inspector(s) assigned to perform Inspection Services pursuant to this agreement shall be in good standing with all relevant licensing and/or certifying authorities.

3. City shall pay to County the portion of the City's established permit fee amounts pertaining to building code services as follows:

3.1. \$75.00 per inspection.

3.2. 35% of the City's building permit fee for plan review of building plans associated with residential uses, with a minimum fee of \$50 for plan review.

3.3. 50% of the City's building permit fee for plan review of building plans associated with commercial uses, with a minimum fee of \$50 for plan review.

4. The City and the Commissioners shall have the option of terminating this contract upon sixty (60) days written notice to the other party.

5. This Agreement shall become effective (the "Effective Date") immediately upon the later between the approvals of the Council and Commissioners or the date of the last signature set forth below, whichever event occurs last, and shall remain in effect until September 30, 2026, and shall be considered automatically renewed for successive one (1) year periods thereafter unless terminated earlier by either party as provided above.

6. This Agreement shall in no way or manner be construed so as to bind or obligate the Parties beyond the term of any particular appropriation of funds by the Commissioners or Council as may exist from time to time. Each party reserves the right to terminate the Agreement if, in its sole judgment, the Commissioners or the Council, as the case may be, fails, neglects, or refuses to appropriate sufficient funds as may be required for the County or City to continue their required performance under the Agreement. Any such termination shall take effect on thirty (30) days prior notice and be otherwise effective as provided in this Agreement.

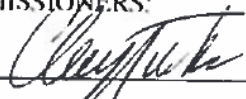
7. City and County each shall be responsible only for the acts, omissions or negligence of its own officers, employees, or agents. Nothing in this Agreement shall extend the responsibility or liability of either City or County beyond that required by the Idaho Tort Claims Act. Each party shall defend itself against any claims that arise solely from wrongful acts, omissions or negligence of its officers, employees, or agents in the course of the performance of this Agreement, but does not assume responsibility for the acts, omissions or negligence of the other party or the other party's officials, employees, agents, and volunteers. Each party shall promptly notify the other party of any claim arising under this Agreement and shall cooperate fully with the defending party or its representatives in the defense of such claims. In the event that a claim is made against County resulting from services performed for the City pursuant to this Agreement, the City will pay the deductible owed to the County's insurer.

8. Nothing in this Agreement shall be deemed to subject the County or the City to suit by persons not party to this Agreement. The Agreement is intended solely to facilitate intergovernmental cooperation among the Parties and does not create any right in other persons to seek administrative or judicial enforcement of provisions herein. Any actions by persons not party hereto maintained against the County or the City or their officers, employees and agents for activities conducted pursuant to this Agreement shall be subject to, and controlled solely by, the Idaho constitution and its statutes and administrative regulations and City Code as applicable.

9. The County may not permanently subcontract or assign its rights (including the right to compensation) or duties arising hereunder without the prior written consent of the City. Any subcontractor or assignee will be bound by all of the terms and conditions of this Agreement. However, in the event the Inspector(s) take vacation or leave of any type, or a vacancy in the positions that perform the Inspection Services, County may temporarily subcontract the rights and obligations under this Agreement to a third party, provided that such third party will be bound by all of the terms and conditions of this Agreement, and that any permanent assignment or subcontract of this Agreement is consented to by the City.

IN WITNESS WHEREOF the parties cause this agreement to be executed.

BOISE COUNTY BOARD OF
COMMISSIONERS:

By: 
Clay Tucker, Chairman

By: 
Lindy Lindstrom, Commissioner

By: 
Bob Callahan, Commissioner

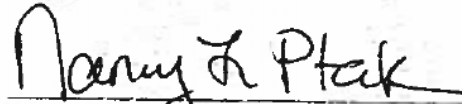
Date: 10/29/24

CITY OF IDAHO CITY:
Kenneth Everhart, Mayor

By: 

Date: 10/23/2024

Attest:


Nancy Ptak, City Clerk

Attest:

Mary Prisco, County Clerk

