

INTERGOVERNMENTAL AGREEMENT
BUILDING CODES SERVICES

Pursuant to authority granted in Chapter 190 of the Oregon Revised Statutes, this agreement is entered into by and between Lincoln County, a political subdivision of the State of Oregon (hereinafter referred to as “County”) and the City of Newport (hereinafter referred to as “City”), collectively referred to as “Parties”.

Purpose: To ensure continuity of services related to building code administration in accordance with the Oregon Residential Specialty Code, Oregon Structural Specialty Code, the Oregon Plumbing Specialty Code, the Oregon Electrical Specialty Code, the Oregon Mechanical Specialty Code and Oregon Manufactured Dwelling and Parks Specialty Code during times that building officials are absent.

The parties agree as follows:

- A. **Effective Date.** This agreement shall be effective immediately upon execution by both parties.
- B. **Recitals.**
1. Both the City and County employ building officials.
 2. Building officials from time to time take vacations or other leave during the course of employment or have conflicts of interest or other professional obligations that prevent them from performing their duties.
 3. City and County seek to provide continuity of building codes plan review and inspection services in the event either parties’ building official is absent.
 4. ORS 190.010 to 190.030 provide for intergovernmental agreements between units of local government, including the City and County, to allow the performance of functions or activities by one unit of government for another.
 5. In the interest of ensuring continuity of service, the City and County will make their building officials available to back up each other, on an as needed basis.
- C. **Responsibilities.** City and County shall provide appropriately certified personnel to perform, on behalf of the other party, building codes plan review and inspections required pursuant to the Oregon Residential Specialty Code, the Oregon Structural Specialty Code, the Oregon Plumbing Specialty Code, the Oregon Electrical Specialty Code, the Oregon

Mechanical Specialty Code, and the Oregon Manufactured Dwelling and Parks Specialty Code. Specifically, City and County personnel will:

1. Examine and approve building plans to insure compliance with the One and Two Family Dwelling component of the Oregon Residential Specialty Code, the Oregon Plumbing Specialty Code, the Oregon Mechanical Specialty Code and the Oregon Electrical Specialty Code.
 2. Perform scheduled inspections of construction work for which the City or County has issued building permits as required for compliance with the Oregon Residential Specialty Code, the Oregon Manufactured Dwelling and Parks Specialty Code, the Oregon Plumbing Specialty Code, the Oregon Mechanical Specialty Code, the Oregon Electrical Specialty Code and the Oregon Structural Specialty Code.
 3. Compile reports of plan review and inspection activities and provide such reports to the respective party for their records in a timely manner.
 4. Conduct plan reviews and inspections provided on behalf of the other party in accordance with a schedule agreed upon by the City Community Development Director and the County Planning and Development Director.
- D. **Notice.** City and County agree to provide 30-day advance notice of the anticipated need for backup services, if such notice can be practicably given, at the very least 24 hours-notice shall be provided.
- E. **Payment for Services.** Payment of services set forth in C. above shall consist of payment for work performed at the rate of \$75.00 per hour. Parties agree to provide said payment within thirty (30) days of receipt of an invoice for the work performed. County shall provide quarterly invoices to City. City shall pay the balance due on January 15, April 15, July 15, and October 15 of each year (two weeks after the end of each quarter).
- F. **Insurance.** City and County shall maintain liability insurance in coverage and limits not less than the maximum tort limits set forth by ORS 30.270 during the term of this contract. Said insurance will apply to all professional activities related to this agreement.
- G. **Inspection and Copies of Records.** The City and County shall make available, without charge, records related to the provision of services under this agreement.
- H. **Indemnification.**
1. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300. City shall save, hold harmless, indemnify, and defend County, its officers, agents, and employees from all claims, suits or actions of

whatsoever nature resulting from or arising out of the activities of City, or its officers, agents and employees pursuant to this Agreement.

2. Subject to the conditions and limitations of the Oregon Constitution and the Oregon Tort Claims Act, ORS 30.260 through 30.300, County shall save, hold harmless, indemnify and defend City, its officers, agents and employees from all claims, suits or actions of whatsoever nature resulting from or arising out of the activities of County or its officers, agents and employees pursuant to this Agreement.

I. **Term.**

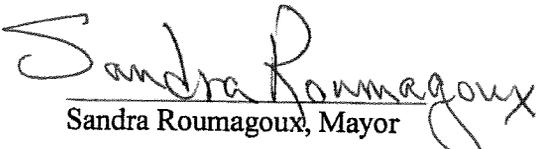
1. This agreement shall remain in effect until such time as it is terminated pursuant to paragraph 1.2. below, or until such time as it is superseded by subsequent agreement.
2. This agreement may be terminated at any time by mutual agreement of the parties or by written notice of one of the parties provided to the other party at least 30 (thirty) days prior to the date upon which termination is desired.

J. **Amendments.** This agreement may be amended by mutual agreement of the parties.

K. **Integration.** This agreement contains the entire agreement between City and County and supersedes all prior written or oral agreements.

IN WITNESS WHEREOF, the parties, by the duly authorized signatures below, hereby agree to be bound by the provisions of this agreement.

CITY OF NEWPORT


Sandra Roumagoux, Mayor

May 18, 2016
Date

LINCOLN COUNTY


Bill Hall, Chair

7-12-16
Date

Approved as to Form Only


Wayne Belmont
Lincoln County Counsel


Steve Rich
Newport City Attorney