

INTERGOVERNMENTAL AGREEMENT **City Contract No.**_____

This Agreement is between the City of Hermiston and the City of Umatilla in accordance with ORS 190.110. The Contract Administrators of this Agreement are:

City of Hermiston	City of Umatilla
Contract Administrator: Byron Smith Title: City Manager City of Hermiston 180 NE 2 nd St. Hermiston, OR 97838 Phone: (541) 567-5521 Email: bsmith@hermiston.gov	Contract Administrator: David Stockdale Title: City Manager City of Umatilla 700 Sixth St. Po Box 130 Umatilla, OR 97882 Phone: (541) 922-3226 x102 Email: david@umatilla.gov

I. PURPOSE:

The purpose of this Agreement is to ensure that timely plan review and site built residential/commercial plumbing, structural, mechanical, and electrical inspections are performed for both the City of Umatilla and the City of Hermiston under each agency's authority. This work can be requested by either party as needed.

II. TERM OF AGREEMENT:

This Agreement shall become effective on the date at which every party has signed this Agreement. This Agreement originally expires on July 31, 2026 and automatically extends for two-year periods until officially amended in accordance with Section VI or canceled in accordance with Section VII.

III. STATEMENT OF WORK

Through this Agreement the two parties agree to perform requested services for plan review and site built residential/commercial plumbing, structural, mechanical, and electrical inspections on behalf of the other party.

Each party shall:

1. Comply with all requirements and regulations of the applicable ORS's and OAR's.
2. Provide State of Oregon certified/licensed inspectors that are employees of either party to perform all inspections.

INTERGOVERNMENTAL AGREEMENT City Contract No. _____

3. Perform requested inspections within forty-eight business (48) hours when available and plan reviews within thirty (30) business days when able.
 - a. When these timelines are not able to be met, expected timelines will be communicated.
4. Inspection results shall be recorded in Accela when completed.
5. Comply with the inspection notification requirements of applicable ORS's and OAR's.
6. Provide a request for payment on services rendered each quarter of the calendar year.
 - a. These requests will include a detailed spreadsheet of work performed both inspections and plan review.
7. Both parties reserve the right to reject inspection requests and to reject plan review requests within twenty-four (24) hours of initial request.

IV. CONSIDERATION

- A. The parties agree to pay each other an hourly rate of \$90.00 for building inspections and plan review services provided and 75% of the fees collected for plan reviews. Payment will be based upon the performance of plan review and site built residential/commercial plumbing, structural, mechanical, and electrical inspections performed.
- B. Payment under the terms of this Agreement is separate from and in addition to the payments made under any other existing Agreements between the City of Umatilla and the City of Hermiston.
- C. The parties agree to submit final invoice for work completed under this Agreement no later than thirty (30) calendar days after expiration date of this Agreement.
- D. All requests for payment shall include documentation described in Section III to justify payment under this Agreement and shall be submitted to the building department of the other party.

V. TRAVEL AND OTHER EXPENSES

Hourly rate includes travel expenses. Travel and other expenses of either parties inspectors shall not be reimbursed. Hourly rate will include travel from port to port and office/administrative time spent conducting business with and/or on behalf of the other party.

VI. AMENDMENTS

The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended except by written instrument signed by both parties. This Agreement may be extended upon written amendment. The Agreement not to exceed amount may be increased to reflect any authorized extension period.

VII. TERMINATION

This Agreement may be terminated by mutual consent by both parties or by either party upon thirty (30) calendar days' notice, in writing.

VIII. NON-PERFORMANCE

INTERGOVERNMENTAL AGREEMENT City Contract No. _____

Neither party shall be held responsible for delay or failure to perform when such delay or failure is due to fire, flood, epidemic, strikes, acts of God or the public enemy, unusually severe weather, legal acts of public authorities, or delays or defaults caused by public carriers, which cannot be reasonably foreseen or provided against. Either party may terminate the Agreement, effective with the giving of written notice, after determining such delays or failure will reasonably prevent successful performance in accordance with the terms of this Agreement.

IX. ALTERNATIVE DISPUTE RESOLUTION

The parties should attempt in good faith to resolve any dispute arising out of this Agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the Agreement.

X. INSURANCE

Each party shall insure or self-insure and be independently responsible for the risk of its own liability of claims within the scope of the Oregon Tort Claim Act (ORS 30.260-30.300).

XI. SUBCONTRACTOR

City of Hermiston shall only use inspectors that are an employee of the City of Hermiston. No subcontractors shall work under this Agreement.

XII. NONDISCRIMINATION

The parties agree to comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules, and regulations in the performance of this Agreement.

XIII. COMPLIANCE WITH APPLICABLE LAWS

The parties agree that both shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this Agreement. The parties agree that this Agreement shall be administered and construed under the laws of the State of Oregon.

XIV. PARTNERSHIP

Neither party is, by virtue of this Agreement, a partner nor joint venture in connection with activities carried out under this Agreement and shall have no obligation with respect to the other party's debts or any other liability or obligation of the other party of whatever kind of nature.

XV. AUDIT

The City of Umatilla reserves the right to audit, at the City of Umatilla's expense, all records pertinent to this Agreement.

INTERGOVERNMENTAL AGREEMENT City Contract No. _____

XVI. ENTIRE AGREEMENT

This Agreement constitutes the entire Agreement between the parties concerning the subject matter of this Agreement and supersedes any and all prior or contemporaneous negotiations or Agreements among the parties, if any, whether written or oral, concerning the subject matter of this Agreement which is not fully expressed herein. This Agreement may not be modified or amended except in writing and signed by all parties.

XVII. Execution in Counterparts; Electronic Transmittal. This document may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. Said counterparts may be transmitted by one party to the other by facsimile or electronic mail.

I. SIGNATURES

City of Hermiston Contract Administrator

City of Umatilla Contract Administrator

Byron Smith
Date

David Stockdale Date

Title: City Manager
180 NE 2nd St.
Hermiston, OR 97838

Title: City Manager
700 Sixth St.
Umatilla, OR 97882