

**CITY OF ST. HELENS - COLUMBIA COUNTY
INTERGOVERNMENTAL AGREEMENT
BUILDING INSPECTION AND PLAN REVIEW SERVICES**

PARTIES

This Intergovernmental Agreement (“Agreement”) is entered into by and between Columbia County, a political subdivision of the State of Oregon (“County”), and the City of St. Helens, a municipal corporation of the State of Oregon (“City”), which hereinafter may be referred individually as “Party” or collectively as “Parties.

RECITALS

WHEREAS, by the authority granted in ORS 190.010, a local government may enter into an intergovernmental agreement with another local government to perform any and all functions that a party to the agreement, its officers or agencies, have the authority to perform; and

WHEREAS, both City and County conduct building inspections and plan review services upon request by applicants to review compliance with state and local building codes (the “Services”); and

WHEREAS, building inspectors, supervisors and managers employed by the City and County have the appropriate accreditation, experience and knowledge in the interpretation of and application of building regulations; and

WHEREAS, both City and County may, at times, require assistance in order to process building inspections and plan review services in a more timely manner; and

WHEREAS, City and County mutually desire to provide the Services to the other; and

WHEREAS, City and County desire to set forth the terms and conditions for the Services as set forth in this Agreement.

AGREEMENT

In consideration of the mutual promises contained herein and for other good and valuable consideration, the receipt of which are hereby acknowledged, it is hereby agreed to between City and County as follows:

1. Effective Date. This Agreement shall become effective on the last date signed by the parties, below, and shall apply retroactively to July 1, 2022.
2. Term. This Agreement shall commence on the Effective Date and shall expire on June 30, 2023 (the “Initial Term”), or unless terminated earlier pursuant to this Agreement. The Agreement shall automatically renew for four (4) successive one (1) year terms, (each “Renewal Term”) for a total term period of five (5) years.

3. Services. The Parties agree to provide the Services as further defined below. These services shall be supplemental to those services administered directly by each Party and shall be provided only upon request by the other Party.
 - a. Building Inspection Services
 - i. These services include the performance of inspections to determine compliance with approved plans, local ordinances and applicable adopted Oregon State Building Codes (including Building, Plumbing, Mechanical, and Electrical).
 - ii. Each Party shall perform the inspections within 48 hours of receipt of the request and shall provide an inspection report to the requesting Party for delivery to the applicant.
 - b. Plan Review Services
 - i. Each party shall perform the requested plan reviews within the following time periods, as dependent on the type of plan review being performed:
 1. Within seven (7) business days for one and two family residential buildings, additions and related work;
 2. Within twelve (12) business days for multi-family residential, mixed use and non-residential buildings (normal complexity);
 3. Within fifteen (15) business days for multi-family residential, mixed use and non-residential buildings (unusual complexity).
 - ii. The level of complexity for multi-family residential, mixed use and non-residential buildings shall be determined by both Parties upon receipt of the requested plan review.

Notwithstanding the service goals outlined above, each Party reserves the right to prioritize their own building inspection and plan review work prior to completing the requested service. Requests for Services, and all communications concerning a request for Services, shall be delivered to the respective Contract Representative, or their designated representative. The Receiving Party shall acknowledge receipt of a request for Services within 24 hours of receipt. If the Receiving Party is unable to complete the Services within the time periods established in this Agreement, the Receiving Party shall notify the Requesting Party in the initial acknowledgement response.

4. Compensation/Invoicing. Compensation shall be at the following hourly rates, billed in one-half hour increments:
 - a. Non-Residential and Mixed Use Plan Review: \$80.00 per hour
 - b. Residential Plan Review: \$80.00 per hour
 - c. All Inspections: \$80 per hour

On the first business day of the month, each Party shall submit to the respective Contract Representative (identified below) an invoice for the Services performed during the immediately preceding month. Payment of invoiced and approved items shall be transmitted

to the invoicing party within twenty-five (25) days after the date of the invoice. Payments not made in accordance with this provision shall be subject to a one and one-half percent (1.5%) late charge monthly until paid.

5. Compliance with Laws. It shall be the Receiving Party's responsibility to determine compliance with all applicable building, health, and sanitation laws and codes, and with other applicable Federal, State and local acts, statutes, ordinances, regulations, provisions and rules, including.
6. Contract Representatives. Contract representatives for this Agreement are the following:

For County:

Director of Land Development Services
Department of Land Development Services
Columbia County Courthouse
230 Strand Street
St. Helens, Oregon 97051
Email: Suzie.Dahl@columbiacountyor.gov

For City:

Building Official
City of St. Helens
265 Strand Street
St. Helens, Oregon 97051
Email: mderoia@sthelensoregon.gov

All correspondence shall be sent to the above addresses when written notification is necessary. Representatives of the parties to this Agreement can be changed or substituted by either party providing written notice to the other party at the provided address.

7. Termination. This Agreement may be terminated by either party, without cause, upon thirty (30) days prior written notice to the other party. In the event a Party fails to substantially perform the work in a manner satisfactory to the other Party, or either Party fails to make timely payments for work invoiced (each considered a "Default"), this Agreement may be terminated immediately by the non-Defaulting Party and all costs incurred and fees earned by either Party shall be paid to the other Party.
8. Independent Contractor. The County and City are hereby engaged as an independent contractor, and will be so deemed for purposes of this Agreement and any applicable laws, regulations or policies relating to contracting or employment.

9. Non-assignment. Neither Party shall assign, subcontract, or delegate the responsibility for providing the Services to any other person, firm or corporation without the express written consent of the other Party.
10. Records; Reports. Each party shall maintain records of its costs and expenses under this Agreement for a period of not less than three (3) fiscal years following completion of this Agreement. Upon reasonable advance notice, either Party may, from time to time, inspect, audit, and make copies of the other Party's records relating to this Agreement. Upon the request of either Party, a Party shall, within a reasonable time, provide a written report on the progress of and information related to the work outlined in this Agreement.
11. Indemnification. To the extent of the limitations of the Oregon Tort Claims Act, the Oregon Constitution and the respective charters, each of the Parties hereto agrees to indemnify and hold harmless the other Party, its officers, agents and employees, from and against all third party claims, suits, actions, damages, costs, losses and expenses, including reasonable attorney fees, at trial and on appeal, in any manner resulting from, arising out of, or connected to the Party's performance, or failure to perform, its obligations under this Agreement; except liability arising out of the indemnified party's gross negligence or willful act or omission.
12. Non-Discrimination. The Parties agree that no person shall, on the grounds of race, color, creed, national origin, sex, sexual orientation, marital status, disability, or age, suffer discrimination in the performance of this Agreement.
13. Non-Appropriation. In the event sufficient funds are not be appropriated for the payment of consideration required to be paid under this Agreement, and if the Party owing payment to the other has no funds legally available for consideration from other sources, then either may terminate this Agreement pursuant to Section 7 of this Agreement. In the event of such termination, both Parties shall immediately cease their performance of their obligations under this Agreement.
14. Legal Fees. In the event any action, suit or proceeding, including any appeals therefrom, is brought for failure to observe or perform any of the terms of this Agreement, each Party shall be responsible for its own attorney's fees, expenses, costs and disbursements for said action, suit, proceeding or appeal.
15. Nonwaiver. The failure of either Party to enforce any provision of this Agreement shall not constitute a waiver of that or any other provision of this Agreement.
16. Time of Essence. The Parties agree that time is of the essence in this Agreement.
17. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.

18. Venue. Venue relating to this Agreement shall be in the circuit court of the State of Oregon for Columbia County, located in St. Helens, Oregon.

19. Severability. If any provision of this Agreement is for any reason held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holdings shall not affect the validity of the remainder of this Agreement.

20. Entire Agreement. This Agreement constitutes the entire agreement between the Parties. No waiver, consent, modification or change of terms of this Agreement shall bind either Party unless in writing and signed by both Parties. Such waiver, consent, modification or change, if made, shall be effective only in the specific instance for the specific purpose given. There are no understandings, agreements, or representations, oral or written, regarding this Agreement that are not contained within the terms of this Agreement.

21. Authorization. The Parties, by signature of respective authorized representatives below, hereby acknowledge that they have reviewed, understand and agree to the terms and conditions of this Agreement.

Dated this _____ day of _____, 2022

**BOARD OF COUNTY COMMISSIONERS
FOR COLUMBIA COUNTY, OREGON**

CITY OF ST. HELENS

Henry Heimuller, Chair

Mayor

Attested:

Margaret Magruder, Commissioner

City Recorder

Casey Garrett, Commissioner

Approved as to Form:

Approved as to Form

Office of County Counsel

City Attorney