

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

PARTIES

This Intergovernmental Agreement (“Agreement”) is entered into by and between the City of Columbia City, a municipal corporation of the State of Oregon (“Columbia City”) and the City of St. Helens, a municipal corporation of the State of Oregon (“St. Helens”), 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, St. Helens conducts 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 St. Helens have the appropriate accreditation, experience and knowledge in the interpretation of and application of building regulations; and

WHEREAS, Columbia City desires to engage St. Helens to provide the Services; and

WHEREAS, St. Helens desires and is able to provide the Services to Columbia City at a high level of professional and technical services at a cost less than the fees paid to Columbia City by permit applicants; and

WHEREAS, St. Helens and Columbia City desire to set forth the terms and conditions for the Services 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 the parties as follows:

1. Effective Date. This Agreement is effective on the last date signed by the parties below.
2. Term. This Agreement shall commence on the Effective Date and shall expire on June 30, 2023 (the “Initial Term”), unless terminated earlier pursuant to this Agreement. This Agreement shall automatically renew for one (1) year terms (each, “Renewal Term”) unless either party provides written notice not to renew the Agreement no later than sixty (60) days prior to the end of the then-current term.

3. Services. St. Helens agrees to provide the Services as further defined below:

a. Building Inspection Services

- i. These services include the performance of inspections to determine compliance with approved plans, Columbia City ordinances and applicable adopted Oregon State Building Codes (including Building, Plumbing, and Mechanical).
- ii. St. Helens shall perform the inspections within 48 hours of receipt of the request and shall provide an inspection report to Columbia City for delivery to the applicant, or, if requested by Columbia City, to both Columbia City and the applicant.

b. Plan Review Services

- i. Plan reviews shall be completed 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 St. Helens upon receipt of the plan review matter.

Notwithstanding the service goals outlined above, St. Helens reserves the right to prioritize its own building inspection and plan review work. If St. Helens is unable to complete the Services within the time periods established in this Agreement, St. Helens shall notify Columbia City within twenty-four (24) hours of the request for Services.

4. Compensation/Invoicing. Compensation shall be as follows:

- a. Non-Residential and Mixed Use Plan Review and Inspections: 75% of permit fees.
- b. Residential Plan Review and Inspection: 75% of permit fees.
- c. Building Code Administration, Interpretation, and Enforcement without a permit: \$75/hr. Billed in 1/2 hour increments

On or after the first business day of the month, St. Helens shall submit to the Columbia City Contract Representative (as identified below) an invoice for the Services performed during the immediately preceding month. Columbia City shall transmit payment of invoiced and approved items to St. Helens 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. Permit fees. Permit fees collected by Columbia City will be consistent with the current fee schedule on record with the State of Oregon Building Codes Division. All Columbia City system development charges, planning fees, City surcharges, local ordinance fees and the State Building Code surcharge fees (12%) will be collected by Columbia City.
6. Compliance with Laws. It shall be St. Helens' 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.
7. Contract Representatives. Contract representatives for this Agreement are the following:

For St. Helens:

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

For Columbia City:

Michael McGlothlin, City Administrator
City of Columbia City
PO Box 189
1840 Second Street
Columbia City, OR 97018
Email:

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 addresses.

8. 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 St. Helens fails to substantially perform the work in a manner satisfactory to Columbia City, or Columbia City fails to make timely payments for work invoiced by St. Helens (each considered a "Default"), this Agreement may be terminated immediately by the non-Defaulting Party and all costs incurred and fees earned by St. Helens prior to the termination shall be paid by Columbia City to St. Helens.
9. Independent Contractor. St. Helens is 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.
10. Assignment. Columbia City hereby expressly consents to any assignment, subcontract, or delegation of the Services by St. Helens, in its sole discretion, to any other person, firm or

corporation.

11. 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 written request of Columbia City, St. Helens shall, within a reasonable time, provide a written report on the progress of and information related to the work outlined in this Agreement.
12. 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.
13. Non-Discrimination. St. Helens agrees 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.
14. Non-Appropriation. In the event sufficient funds shall not be appropriated for the payment of consideration required to be paid under this Agreement, and if Columbia City has no funds legally available for consideration from other sources, then either Party may terminate this Agreement pursuant to Section 8 of this Agreement. In the event of such termination, St. Helens may immediately cease its performance of its obligations under this Agreement.
15. 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.
16. Non-Waiver. 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.
17. Time of the Essence. The Parties agree that time is of the essence in this Agreement.
18. Choice of Law. This Agreement shall be governed by the laws of the State of Oregon.
19. 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.
20. 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.

21. 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 and 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.
22. 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.

CITY OF COLUMBIA CITY:
Approved by the City Council: _____

Mayor

Attested:

City Recorder

Approved as to Form:

City Attorney

CITY OF ST HELENS:
Approved by the City Council: _____

Mayor

Attested:

City Recorder

Approved as to Form:

City Attorney