

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITIES OF JUNCTION CITY AND CITY OF HARRISBURG
FOR BUILDING PERMIT AND ELECTRICAL PERMIT PROGRAM SERVICES**

This agreement is made and entered into by and between the cities of Junction City and City of Harrisburg, hereinafter referred to respectively as “Junction City” and “Harrisburg” or collectively as “Cities.”

RECITALS

WHEREAS, Cities are authorized pursuant to ORS 190.003 through 190.110 to enter into intergovernmental agreements for the performance of any or all functions which a party to the agreement has the authority to perform; and

WHEREAS, Cities are authorized pursuant to ORS 455.148(3), ORS 455.150(3), and OAR 918-020-0090 to combine in the appointment of a single Building Official for the purpose of administering a Building Inspection Program within their communities; and

WHEREAS, the City of Junction City Public Works & Development Department employs both a certified Building Official and an Electrical Specialty Code Inspector; and

WHEREAS, Cities find it beneficial to enter into this Intergovernmental Agreement (Agreement) to obligate and authorize Junction City to provide building official, inspection, plan review, electrical specialty code and other building permit program services to Harrisburg , subject to the terms and conditions herein.

AGREEMENT

NOW, THEREFORE, it is agreed by and between the parties as follows:

1. Effective Date. This Agreement shall be effective on July 1, 2021.
2. Duration and Termination. The term of this Agreement will extend for four (4) years from the Effective Date; subsequently it shall automatically renew for successive one (1) year terms. Either party may terminate this agreement at any time upon provision of at least six (6) months written notice to the other party of its intent to terminate this Agreement. Termination of this Agreement shall not affect any obligations or liabilities accrued to the parties prior to such termination.
3. Services. Junction City agrees to provide building official, inspection, plan review, and electrical specialty code services to Harrisburg, as more specifically outlined in the attached Exhibit A (collectively, “Building Permit Program Services”).

4. Consideration. Harrisburg will pay to Junction City:
 - A. Sixty-five percent (65%) of all fees collected by Harrisburg in conjunction with its Building Permit Program for Services performed pursuant to Section 3 of this Agreement; and
 - B. Invoiced amounts on a time and materials basis for Services provided for which Harrisburg collects no fees, as outlined on the fee schedule attached as Exhibit B.

5. Harrisburg Obligations. Harrisburg shall:
 - A. Designate the Junction City Building Official as the Harrisburg Building Official. The Building Official shall have final authority over all building program decisions and will hold full discretionary authority over Harrisburg's building program.
 - B. Designate the Junction City Electrical Specialty Code Inspector as the Harrisburg Electrical Specialty Code Inspector. The Electrical Specialty Code Inspector shall have final authority over Harrisburg's electrical program and will hold full discretionary authority over Harrisburg's electrical program.
 - C. Maintain detailed financial records of all revenues and expenses on a separate basis for both building permit and electrical permits received in the operation of Harrisburg's Building Permit and Electrical Permit Programs.
 - D. Review site development plans for conformance with city land use regulations and notify the Building Official when approved.
 - E. Provide Junction City Building Permit Program Services providers space for storage of files and plans, office space and computer access and provision of necessary clerical support as may be necessary for the provisions of said Services by Junction City.
 - F. Not later than the 10th day of each month, provide to Junction City sixty-five percent (65%) of all fees collected during the preceding month for Harrisburg's Program. Fees will be charged in accordance with the State of Oregon Building Code Division fee and evaluation schedules, in addition to any other Program fees properly adopted by Harrisburg.
 - G. Receive all building permit applications and collect all building permit fees in accordance with the State of Oregon Building Code Division fee and evaluation schedules, in addition to any other Program fees properly adopted by Harrisburg.
 - H. Within thirty (30) days of receipt, pay Junction City's invoiced fees as outlined in 'Exhibit B'.

- I. Harrisburg shall assist with Junction City in implementation of the Oregon State electronic permitting system and shall share the fees and costs of said system on an equitable basis.
 - J. For permits not requiring plan review, Harrisburg may immediately issue such permits, collect the appropriate fees and retain 35% of the fee collected.
 - K. All required reports and required administrative tasks undertaken by Junction City on behalf of the Harrisburg shall be tracked on an hourly basis by Junction City and billed on a quarterly basis to Harrisburg, not to exceed \$70/hour.
 - L. Land Use Regulations: Harrisburg agrees that it will not submit to Junction City any permit applications that have not been signed by authorized Harrisburg personnel attesting that the proposed work will be in compliance with Harrisburg's zoning and other land use and development ordinances.
6. Junction City Obligations.
- A. Junction City will employ a qualified Building Official, in compliance with ORS 455.148(3) and OAR 918-020-0090, and an Electrical Specialty Code Inspector.
 - B. Delegation. Junction City may not delegate discretionary responsibilities associated with its Building Permit Program Services but may contract with other agencies or third-party contractors to perform ministerial services associated with inspections, plan review, or other technical assistance services.
 - C. Junction City will keep a record of all hours worked by Junction City employees and third-party contractors or agencies to provide Building Permit Program Services to Harrisburg and bill those amounts to Harrisburg which exceed Harrisburg's percentage payment, or for which Harrisburg collects no Building Permit Program fees. Any such charges shall be billed to Harrisburg on a quarterly basis not to exceed sixty-five percent (65%) of fees collected by Harrisburg during the same quarter.
 - D. Junction City will evaluate all Harrisburg permit applications and plans submitted to it to determine the required fee to be collected by Harrisburg.
 - E. After approval of the plans/permits by Junction City, and calculation of the required fee(s), Junction City shall return the application with at least one set of approved plans, and an inspection card to Harrisburg which shall then issue the permit and collect the appropriate fee.
 - F. Junction City shall prepare and submit all required reports to the Oregon State Building Code Division and Linn County Assessor including, but not limited to: a) monthly surcharge reports based on fees collected, b) monthly and year-end building permit activity reports, and c) required notifications regarding the

Harrisburg Building Permit Program. d) In addition, Junction City shall prepare and submit to Harrisburg within 30 days of the end of each calendar quarter a summary report of completed and open building permits. e) Junction City shall keep track of, and inform Harrisburg and permit applicant of building permits that have been expired by Junction City.

7. General Provisions. Each City will designate Junction City's Building Official to supervise and coordinate the Building Permit Program.
8. Land Use Regulations. Junction City shall enforce Harrisburg land use regulations, involving dimensional standards (setbacks, lot coverage, etc.) for buildings, and controls for drainage as they are specified on the site plan by a Harrisburg official. Any necessary legal action resulting from the enforcement of land use regulations is the responsibility of the City of Harrisburg.
9. Mutual Indemnification. Each party shall defend, indemnify and hold harmless each municipality and the state for any and all claims, lawsuits or actions related to any personal injury, death or property damage arising from any act, omission or error on the part of any contractor in its work for the municipalities' building permit and electrical permit programs.
10. Attorneys' Fees. In the event an action, lawsuit or proceeding, including appeal therefrom, is brought for failure to fulfill or comply with any of the terms of this Agreement, each party shall be responsible for its own attorneys' fees, expenses, costs and disbursements for said action, lawsuit, proceeding or appeal.
11. No Waiver of Claims. The failure by either party to enforce any provision of this Agreement shall not constitute a waiver by that party of that provision or any other provision of this Agreement.
12. Entire Agreement. This Agreement constitutes the entire Agreement between the parties concerning Building Permit Program Services and supersedes any and all prior or contemporaneous negotiations or agreements among the parties, if any, whether written or oral, concerning the Building Permit Program Services, which are not fully expressed herein. This Agreement may not be modified or amended except in writing signed by each party to this Agreement.

IN WITNESS WHEREOF the parties have caused this Agreement to be signed by their duly authorized representatives as of the dates set forth below.

CITY OF JUNCTION CITY, OREGON

By: _____
Jason Knope, City Administrator

Dated _____, 2020

CITY OF HARRISBURG, OREGON

By: _____
John Hitt, City Administrator

Dated _____, 2020

Exhibit A

City of Harrisburg

Building Permit Program Services

- **BUILDING OFFICIAL**

The Building Official must be certified by the State of Oregon and develop a relationship with City Staff (Public Works, Planning, Administration) to provide excellent service related to administration of building inspection services.

Availability:

- Accessible via phone, email, and in person (by appointment, at Harrisburg City Hall)
- Adequate response time (reply within 48hrs) regarding disputed inspections and other concerns.
- Responsive to Harrisburg City Staff:
 - Available for Pre-application and pre-construction meetings, as requested/by appointment
 - Responsive to inquiry, as needed, within 48 hours, or the next business day, whichever is later.
- Receives public complaints regarding code provisions, inspections and employee behavior
 - Code provisions: Referred to the most appropriate Staff member; may escalate to an appeal, at which point Appeal procedures are followed.
 - Employee behavior: Processed by Building Official per personnel procedures.
 - The Harrisburg City Administrator shall be briefed on all public complaints, and the resolution thereof, while still protecting the privacy rights of the public and Junction City employees.

Extent:

- Provides and assures training and maintenance of examiners' and inspectors' certifications
- Collaborates with Harrisburg City Staff, and the Harrisburg and/or Linn County Fire Marshal to maintain appropriate policies and procedures for complying with State Building Code requirements including but not limited to:
 - Oregon Structural Specialty Code updates
 - Risk Areas: Floodplain, Steep Slopes (excavation and grading), Wetlands
 - Oregon State Fire and Life Safety Code
- Issues initial Certificate of Occupancy, upon sign-off from City Staff as well as re-certifies Occupancy of existing buildings following modification or changes in use. May also issue Temporary/Conditional Certificate of Occupancy upon approval of Harrisburg City Staff.

- Declares dangerous buildings or condemnation orders following evaluation criteria specified by the State of Oregon and makes presentation to the Harrisburg City Council upon consideration of a city declaration of a nuisance or hazardous structure.
- Verifies licenses and registrations required under ORS Chapters 446, 447, 455, 479, 693 and 701
- Adjudicates appeals, as filed, per Oregon Revised Statutes

Process:

- Provides monthly Building Inspection report to City Staff for public review; aggregates data for an annual report to the City each fiscal year.
- Hears appeals from disputed inspections
- As per ORS 455.690, manages aggrieved/disputed inspections and appears before the municipal appeals board or to the appropriate state advisory board.

- **PLANS EXAMINERS**

Plans Examiners provide code compliance review through three stages: 1) Primary plans examination, 2) Remedial review, and 3) As-built review.

1. **Primary Plans Examination** is the bulk of plan review for Specialty Code and Fire Code items.
 2. **Remedial Review** is the additional review, as required, to remedy deficiencies identified in the primary review.
 3. **As-Built Review** provides assurance that what is drawn and approved was built to noted specifications prior to issuance of a Certificate of Occupancy.
- Appointed by Building Official, certified by State of Oregon in one or more specialties (structural, mechanical, plumbing, electrical) for both/either Residential or Commercial construction.
 - Available by phone, email, and in person (by appointment at least one day a week, at Harrisburg City Hall) between 9am and 5pm Monday through Friday.
 - Adequate response time (reply within 24hrs) regarding applicant inquiries and other concerns.
 - Single Family, or two family dwelling plans for grading, construction, demolition, plumbing or mechanical permits shall be returned to the City of Harrisburg within the lesser of 216 hours or 7 business days from receipt, by Junction City, of a complete and adequate set of plans and/or permit applications.
 - Multi-Family, or Commercial Plan review and permit applications for grading, construction, demolition, mechanical and plumbing permits shall be returned to the city of Harrisburg within the lesser of 576 hours or 20 business days from receipt, by Junction City, of a complete and adequate set of plans and/or permit applications.
 - Review for compliance with Oregon Structural Specialty Code, Oregon Fire Code.
 - Provide additional review for compliance related to risk areas: Floodplain management, Grading and excavation.

- **INSPECTORS**

Inspectors build rapport with developers (residential and commercial) by providing clear expectations, personable and polite interaction, and fair assessment in assuring compliance with applicable Building Codes and Development Code Conditions of Approval.

Availability:

- Appointed by Building Official, certified by State of Oregon in one or more specialties (structural, mechanical, plumbing, electrical) for both/either Residential or Commercial construction.
- Adequate number of specialized inspectors to provide inspections consistent with OAR 918-308-0010(2) within 24 hours of the request:
- Backup inspectors provided to assure coverage in case of absence, as identified and described in an IGA between Junction City and Lane County, plus an agreement with Northwest Building Code Pros, and attached herewith as Exhibits C and D.

Extent:

- Provide pre-development/pre-construction meetings upon request to discuss any unique aspects of the project, clarify special inspection requirements, coordinate public infrastructure issues, and reach consensus on any issues identified during the review process.
- Each inspection visit shall be documented and held on-file at Harrisburg as well as at the jobsite until Final Inspection is performed.
- Inspects and ensures compliance of dimensional standards for buildings, as well as drainage as specified on the site plan.
- May issue stop work orders after consultation with Harrisburg City Staff regarding that decision.
- Performs investigations into certifications, license/registration requirements in addition to verification of compliance of electrical, plumbing, mechanical, and other work.
- Responds to reported Code Violations to determine whether a violation exists. Will be responsible for reviewing all possible building code violations within the City of Harrisburg, as may be reported and take appropriate follow-up action.
- Issues civil penalties on the City's behalf as authorized by ORS 455.156.
- **PROGRAM PARTICIPATION**

Building Inspection services shall work with the following programs, as delineated by the State, for all building disciplines:

- Bulk labels
- Temporary permits
- Master Permitting

**Exhibit B
Fee Schedule**

Junction City's hourly rates for Building Permit Program Services and Services provided for which Harrisburg collects no Building Permit Fees are as follows:

Building Official: \$70
Building Permit Specialist Services: \$50

Reimbursable expenses:

24"x36" Blueprints.	\$3.00/page
FedEx/UPS	Cost
US Mail	Cost
Standard Black/white	\$.25 each
11"x17" photocopies	\$.50 each
Large B/W	\$.50 per square foot
Color Copies regular	\$1.00 each
Color 11"x17"	\$2.00 each
Mileage	Current IRS rate.

**INTERGOVERNMENTAL AGREEMENT
(CONTRACT FORM A-2, 2019 EDITION)**

Contract Title: Building Inspection Services for Lane County

This Agreement is entered into by and between Lane County, a political subdivision of the State of Oregon ("County"), and City of Junction City, an Oregon unit of local government ("Agency"), referred to collectively in this Agreement as the parties.

County and Agency agree as follows:

1. RECITALS

- 1.1 ORS 190.010 and the Lane County Home Rule Charter provide that units of local government may enter into agreements for the performance of any or all functions and activities that a party to the agreements, its officers, or agents, have authority to perform.
- 1.2 Oregon law requires that certain building inspections occur within established time frames.
- 1.3 The Parties desire to have building inspection services available to deal with peaks in requested service and the unavailability of their own inspectors.
- 1.4 The Agency is entering in to this Agreement to meet the requirements of Oregon Administrative Rules OAR 918-020-00090(3)(a)(G)(d) and OAR 918-308-0040, (Electrical Program Municipal Administration).

2. SCOPE OF AGREEMENT.

2.1 County shall:

- .1 Provide building inspection services required by the Oregon Department of Consumer and Business Services, Building Code Division (DCBS/BCD) when requested by the Agency.
- .2 Conduct all inspections in a manner that complies with all applicable statutes and administrative rules.
- .3 Request all inspections by 8:30 AM.
- .4 Conduct all inspections subject to County inspection workloads and provide Agency with notice of scheduled inspection dates and times.
- .5 Provide Agency with inspection results on the day the inspection occurs.

2.2 Agency shall:

- .1 Provide building inspection services required by the Oregon DCBS/BCE) when request by the County.
- .2 Conduct all inspections in a manner that complies with all applicable statutes and administrative rules.
- .3 Request all inspections by 8:30 AM.
- .4 Conduct all inspections subject to Agency inspection workloads and provide County with notice of scheduled inspection dates and times.
- .5 Provide County with inspection results on the day the inspection occurs.

3. DOCUMENTS FORMING THE AGREEMENT

- 3.1 **The Agreement.** The Agreement consists of this document and all exhibits listed below, which are incorporated into this Agreement.
- 3.2 **Exhibits.** With this document, the following exhibits are incorporated into the Agreement: Exhibits "None".

4. CONSIDERATION AND PAYMENT

- 4.1 In consideration for Agency's performance under this Agreement, County shall:
 - .1 Pay Seventy Dollars (\$70.00) per inspection.
 - .2 Provide the County invoices monthly. The invoices shall contain the name of the individual performing the inspection, the type of inspections, the date of the inspection and the location of the inspection.
- 4.2 In consideration for County's performance under this Agreement, Agency shall:
 - .1 Pay Seventy Dollars (\$70.00) per inspection.
 - .2 Provide the Agency invoices monthly. The invoices shall contain the name of the individual performing the inspection, the type of inspection, the date of the inspection and the location of the inspection.

5. EFFECTIVE DATE AND DURATION

5.1 **Effective Date.** Upon the signature of all parties, this Agreement is effective.

5.2 **Duration.** Unless extended or terminated earlier in accordance with its terms, this Agreement will terminate two years from the date of the last signature on the Agreement. However, such expiration shall not extinguish or prejudice either party's right to enforce this agreement with respect to any breach or default in performance which has not been cured.

6. AUTHORIZED REPRESENTATIVES. Each of the parties designates the following individuals as their authorized representatives for administration of this Agreement. Any notice required under this Agreement must be addressed to the authorized representative stated here. A party may designate a new authorized representative by written notice to the other.

6.1 **County's Authorized Representative.** Steve McGuire, Building Program Manager, (541) 682-4466, Steve.MCGUIRE@co.lane.or.us.

6.2 **Agency's Authorized Representative.** Gary L. Kaping, Junction City Public Works Director, 650 Greenwood / PO Box 250, Junction City, OR 97448, (541) 998-3125, GKaping@ci.junction-city.or.us

7. INDEMNIFICATION. To the extent permitted by the Oregon Constitution, and to the extent permitted by the Oregon Tort Claims Act, each party agrees to indemnify, defend, and hold harmless the other party and its officers, employees, and agents from and against all damages, losses and expenses, including but not limited to attorney fees, and to defend all claims, proceedings, lawsuits, and judgments arising out of or resulting from the indemnifying party's negligence in the performance of or failure to perform under this Agreement.

8. PUBLIC BODY STATUS. In providing the services specified in this Agreement (and any associated services) both parties are public bodies and maintain their public body status as specified in ORS 30.260. Both parties understand and acknowledge that each retains all immunities and privileges granted them by the Oregon Tort Claims Act (ORS 30.260 through 30.295) and any and all other statutory rights granted as a result of their status as local public bodies.

9. MODIFICATION AND TERMINATION. No modification or amendment to this Agreement will bind either party unless in writing and signed by both parties. The parties may jointly agree to terminate this Agreement at any time by written agreement.

10. MISCELLANEOUS PROVISIONS

10.1 **Disputes.** The parties are required to exert every effort to cooperatively resolve any disagreements that may arise under this Agreement. This may be done at any management level, including at a level higher than the persons directly responsible for administration of the Agreement. In the event that the parties alone are unable to resolve any conflict under this Agreement, they are encouraged to resolve their differences through mediation or arbitration, using such process as they may choose at the time.

10.2 **Waiver.** Failure of either party to enforce any provision of the Agreement does not constitute a waiver or relinquishment by the party of the right to such performance in the future nor of the right to enforce that or any other provision of this Agreement.

10.3 **Severability.** If any provision of this Agreement is declared by a court to be illegal or in conflict with any law, the validity of the remaining terms and provisions are not affected; and the rights and obligations of the parties are to be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

10.4 **Time is of the Essence.** The parties agree that time is of the essence with respect to all provisions of this Agreement.

10.5 **No Third-Party Beneficiaries.** County and Agency are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives or may be construed to give or provide any benefit or right to third persons, either directly or indirectly, that is greater than the rights and benefits enjoyed by the general public, unless that party is identified by name in this Agreement.

10.6 **Headings.** The headings and captions in this Agreement are for reference and identification purposes only and may not be used to construe the meaning or to interpret the Agreement.

- 10.7 **Force Majeure.** Neither party will be held responsible for delay or default due to Force Majeure acts, events or occurrences unless they could have been avoided by the exercise of reasonable care, prudence, foresight, and diligence by that party.
- 10.8 **Multiple Counterparts.** This Agreement and any subsequent amendments may be executed in several counterparts, facsimile or otherwise, all of which when taken together will constitute one agreement binding on all parties, notwithstanding that all parties are not signatories to the same counterpart. Each copy of this Agreement and any amendments so executed will constitute an original.
- 10.9 **Merger.** This Agreement contains the entire agreement of County and Agency with respect to the subject matter of this Agreement, and supersedes all prior negotiations, agreements and understandings.
- 10.10 **Americans with Disabilities Act Compliance.** During the performance of this Agreement, Consultant will comply with all applicable provisions of the Americans with Disabilities Act of 1990, 42 USC Section 12101 et seq. and Section 504 of the Rehabilitation Act of 1973.

EACH PARTY, BY EXECUTION OF THIS AGREEMENT, HEREBY ACKNOWLEDGES THAT IT HAS READ THIS AGREEMENT, UNDERSTANDS IT, AND AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.

AGENCY:

CITY OF JUNCTION CITY, OREGON

By: 

Title: City Director

Date: 6-13-19

Address:

680 Greenwood / PO Box 250

Junction City, OR 97448

COUNTY:

LANE COUNTY

Daniel Hurley Digitally signed
by Daniel Hurley
Date: 2019.06.19
11:40:30 -07'00'

By: _____

Title: _____

Date: _____

Lane County, Public Service Building
125 E. 8th Avenue
Eugene, Oregon 97401

CITY OF JUNCTION CITY

AGREEMENT FOR BUILDING INSPECTION AND PLAN REVIEW SERVICES

Pursuant to City's public contracting authority, the City of Junction City (City) and Northwest Code Professionals (Contractor) hereby enter into an agreement for the provision of ministerial services in accordance with the terms of this Agreement.

All terms of the following exhibits are hereby incorporated by reference into this Agreement, and Contractor agrees to comply with each:

- Exhibit A – Scope of Work
- Exhibit B – Contractor Fees
- Exhibit C – ORS 279B Public Contracting Requirements

In the event of any conflict, the terms of this Agreement shall control, followed by Exhibits C, A, then B, in that order.

1. Term. This Agreement shall extend for a term of one year from August 1, 2018, to August 1, 2019. The Agreement will then terminate, unless extended for up to three additional one-year terms upon mutual written agreement of both parties.
2. Scope of Work. Contractor agrees to perform during the term of this Agreement, the following services:
 - 2.1 Generally, Contractor shall provide ministerial building inspection and plan review services (City Services) to the City, only upon receipt of City's written request.
 - 2.2 Specifically, Contractor shall perform the services set within the Scope of Work attached and incorporated herein as Exhibit A.
 - 2.3 Contractor shall not perform and City shall not pay for Contractor's services which are outside the work described in this Section 2, unless City provides prior written consent for such work. Contractor's services which are outside of the Scope of Work and approved by City shall be charged as provided in Exhibit B.
 - 2.4 In the event that Contractor encounters any issue which requires the exercise of Contractor's judgment or discretion while performing City Services, Contractor shall immediately contact the City in writing and pose the discretionary issue to the City's building official for resolution prior to continuing any related City Service.
3. Compensation.
 - 3.1 Compensation. For the services requested by City and performed by Contractor, the City agrees to pay Contractor's hourly rates and travel related fees for work completed, in accordance with the fee schedule attached as Exhibit B. Contractor will provide a proposed Exhibit B to City for review not later than May 1 of each year to apply during any potential extension term.
 - 3.2 Invoices. Invoices for Contractor's services shall be based upon the fees and hourly rates set forth in Exhibit B. These amounts shall be billed to the City in summary form, on or about the 5th day of the prior month, detailing all services performed through the last day of the prior month and associated fees and costs. Backup invoices,

supporting documentation, and records evidencing the progress made on the project to date shall be provided to City by Contractor upon request.

3.3 Payments.

(A) City will review Contractor's invoice and, within ten (10) days of receipt, notify Contractor in writing if there is a disagreement or dispute with the invoice. If there are no such disputes, City shall pay the invoice amount in full within twenty (20) days of the invoice date.

(B) If City fails to make any payment due Contractor for services and expenses within twenty (20) days of the date on Contractor's invoice, late fees will be added to amounts due Contractor at the rate of 1.5 percent (1.5%) per month from original invoice date. In addition, Contractor may, after giving seven (7) days' written notice to City, suspend services under this Agreement until Contractor has been paid in full all amounts due for services, expenses, and charges, except any invoices in dispute. Invoices in dispute are not subject to such late fees until such time as they are no longer in dispute.

(C) City shall reimburse Contractor for pre-approved expenses reasonably incurred by Contractor in furtherance of its duties under this Agreement. Such expenses may include mileage, meals, or hotel accommodations. City shall not reimburse for any expense, unless Contractor first obtains City's prior written authorization before incurring such expense. Contractor will provide appropriate documentation and receipts of such expenditures when submitting them for reimbursement.

4. **Covenants.** Contractor agrees to faithfully and diligently perform the duties required by this Agreement and will not engage in any activity that is or may be contrary to the welfare, interest, or benefit of the City.
5. **City Responsibilities.** In addition to City's payment obligations, as set forth in Section 3.3 above, City shall report the total amount of all payments to Contractor, including any expenses, in accordance with federal Internal Revenue Services and State of Oregon Department of Revenue Regulations.
6. **Termination.**

6.1 **Termination for Convenience.** This Agreement may be terminated by mutual consent of the parties upon written notice at any time. In addition, City may terminate all or part of this Agreement upon determining that termination is in the best interest of City by giving seven (7) days' prior written notice of intent to terminate, without waiving any claims or remedies it may have against Contractor. Contractor may terminate services under this Agreement for any reason by providing City with written notice at least ninety (90) days' prior to the end the initial or any renewal term.

Upon termination under this Section, Contractor shall be entitled to payment in accordance with the terms of this Agreement for work completed and accepted before termination less previous amounts paid and any claim(s) City has against Contractor. Pursuant to this Section, Contractor shall submit an itemized invoice for all unreimbursed work completed before termination and all Agreement closeout costs actually incurred by Contractor. City shall not be liable for any costs invoiced later than thirty (30) days after termination unless Contractor can show good cause beyond its control for the delay.

6.2. Termination for Default.

(A) If the City fails to perform in the manner called for in this Agreement or if the City fails to comply with any other provisions of the Agreement, the Contractor may terminate this Agreement for default after giving the City the notice and opportunity to cure required by this Section. Prior to termination for default, the Contractor must give the City written notice of the breach and of the Contractor's intent to terminate. If the City has not entirely cured the breach within fifteen (15) days of the date of the notice, then the Contractor may terminate the Agreement at any time thereafter by giving the City a written notice of termination.

(B) If the Contractor fails to perform in the manner called for in this Agreement or if the Contractor fails to comply with any other provisions of the Agreement, the City may terminate this Agreement for default. Termination shall be effected by serving a notice of termination on the Contractor setting forth the manner in which the Contractor is in default. The Contractor shall be paid the Agreement price only for services performed in accordance with the terms of this Agreement.

7. Disengagement Agreement. Upon receiving a notice of termination, and except as otherwise directed in writing by City, Contractor will continue to perform previously assigned City Services to completion or as otherwise directed.
8. Standard of Care. The standard of care applicable to Contractor's service will be the degree of skill and diligence normally employed by professionals performing the same or similar services at the time such services are performed. Contractor will re-perform any services not meeting this standard without additional compensation, and shall perform such additional work as may be necessary to correct errors in the City Services required under this Agreement without undue delay and without additional costs.
9. Remedies. In the event of breach of this Agreement, the parties shall have the following remedies:
- 9.1 If terminated under Section 6.2 by City due to a breach by Contractor, City may complete the work either itself, by agreement with another contractor, or by a combination thereof. If the cost of completing the work exceeds the compensation to Contractor as provided under this Agreement, then Contractor shall pay to City the amount of the reasonable excess.
- 9.2 In addition to the above remedies for a breach by Contractor, City also shall be entitled to any other equitable and legal remedies that are available.
- 9.3 If City breaches this Agreement, Contractor's remedy shall be limited to termination of the Agreement and receipt of Agreement payments to which Contractor is entitled.
- 9.4 City shall not be liable for any indirect, incidental, consequential, or special damages under the Agreement or any damages arising solely from terminating the Agreement in accordance with its terms.
- 9.5 Upon termination, Contractor will return all records associated with City Services within 30 days.
10. Confidentiality. Contractor shall maintain the confidentiality, both external and internal, of any confidential information to which it is exposed by reason of this Agreement.

Contractor warrants that its employees assigned to this Agreement shall maintain necessary confidentiality. Contractor shall require similar agreements from any Contractor subcontractors to maintain the confidentiality of City information.

11. **Notice.** Any required or permitted notices hereunder must be given in writing at the address of each party set forth below, or to such other address as either party may substitute by written notice to the other in the manner contemplated herein, by one of the following methods: hand delivery; registered, express, or certified mail, return receipt requested, postage prepaid; or nationally-recognized private express courier:

CITY:

City of Junction City
Gary Kaping, Public Works Director
680 Greenwood Street
P.O. Box 250
Junction City, OR 97448

CONTRACTOR:

Northwest Code Professionals
Jack Applegate, Manager
144 East 14th Avenue
Eugene, OR 97401

12. **Insurance.** Contractor shall maintain the following limits of insurance with a carrier(s) rated A- or better by A.M. Best:

12.1 General Commercial liability insurance – \$2,000,000 aggregate

12.2 Workers' Compensation insurance – \$500,000

Contractor shall: (a) provide the City with a copy of a current Certificate of Insurance with the coverages listed above; (b) include City as an additional insured for General Commercial Liability (subject to the terms and conditions of the applicable Contractor insurance policy); and (c) provide City with 30-day notice prior to cancellation.

13. **Indemnity.** To the extent permitted by law, Contractor shall protect, defend, indemnify and hold the City harmless from and against all claims, demands, damages, costs, actions and causes of actions, liabilities, fines, penalties, judgments, expenses and attorney fees, resulting from the injury or death of any person or the damage to or destruction of property, or the infringement of any patent, copyright, trademark or trade secret, arising out of the work performed or goods provided under this Agreement or Contractor's violation of any law, ordinance or regulation, contract provision or term, or condition of regulatory authorization or permit, except for damages resulting from the sole negligence of City.
14. **Work Product/Access to Records.** All work products accomplished or created in performance of Contractor's services under this Agreement are the exclusive property of City. Contractor shall maintain, and City and its duly authorized representatives shall have access to, all books, documents, papers, and records of contractor which are pertinent to the work performed under this Agreement for the purpose of making audit, examination, excerpts, and transcripts for a period of six years after final payment. Copies of applicable records shall be made available upon request.
15. **Force Maieure.** Contractor shall not be deemed in default hereof nor liable for damages arising from its failure to perform its duties or obligations hereunder if such failure is due to causes beyond its reasonable control, including, but not limited to, acts of God, acts of civil or military authorities, fires, floods, windstorms, earthquakes, strikes or other labor disturbances, civil commotion or war.

16. **Independent Contractor.** Contractor is an independent contractor for all purposes and is not entitled to any compensation other than the compensation provided for under this Agreement. While City reserves the right to set various schedules and evaluate the quality of Contractor's completed work, City cannot and will not control the means and manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work provided for under this Agreement. Contractor is responsible for all federal and state taxes applicable to compensation and payment paid to Contractor under this Agreement and will not have any amounts withheld by City to cover Contractor's tax obligations. Contractor is not eligible for any City fringe benefit plans. It is recognized that Contractor may or will be performing work during the term for other parties and that City is not the exclusive user of the services that Contractor provides.
17. **Federal Funds.** If payment under this Agreement is to be charged against federal funds, Contractor is not currently employed by the federal government and the amount charged does not exceed Contractor's normal charge for the type of service provided.
18. **No Benefits.** Contractor will not be eligible for any federal Social Security, state Worker's Compensation, unemployment insurance or Public Employees Retirement System benefits from payments made pursuant to this Agreement, except as a self-employed individual.
19. **PERS.** Contractor is not a member of the Oregon Public Employees Retirement System and is not employed for a total of 600 hours or more in the calendar year by any public employer participating in the Retirement System.
20. **Assignment.** Contractor shall not assign or subcontract any of its obligations under this Agreement without City's prior written consent, which may be granted or withheld in City's sole discretion. Any subcontract made by Contractor shall incorporate by reference all the terms of this Agreement. City's consent to any assignment or subcontract shall not release Contractor from liability under this Agreement or from any obligation to be performed under this Agreement, whether occurring before or after such consent, assignment, or subcontract, and City shall incur no obligation other than its obligations under this Agreement. The Contractor agrees that if subcontractors are employed in the performance of this Agreement, the Contractor and its subcontractors are subject to the requirements and sanctions of ORS Chapter 656, Workers' Compensation.
21. **Public Contracting Requirements.** Contractor shall comply with all federal, state and local laws and ordinances applicable to the work under this Agreement, including, without limitation, applicable provisions of the Oregon Public Contracting Code including ORS 279B.020, 279B.220, 279B.230, and 279B.235, as more particularly set forth in Exhibit C.
22. **Governing Law.** This Agreement is to be governed by and under the laws of the State of Oregon.
23. **Consent to Jurisdiction.** The parties hereby consent to jurisdiction of the Lane County Circuit Court, Lane County, Oregon, over all legal matters pertaining to this Agreement, including, but not limited to, its enforcement, interpretation or rescission.
24. **Arbitration.** If any disputes, disagreements, or controversies arise between the parties pertaining to the interpretation, validity, rescission, or enforcement of this Agreement, the parties shall, upon the request of City, submit such dispute to binding arbitration under

the Oregon Uniform Arbitration Act, ORS 36.600 *et seq.* Arbitration shall be requested by delivering to the other party a written request for arbitration. Within five (5) days of receipt of such request, the parties shall select a mutually agreeable arbitrator and designate mutually agreeable rules of arbitration. If the parties cannot agree upon an arbitrator within five (5) days, an arbitrator may be appointed by the presiding judge of the Lane County Circuit Court, upon the request of either party submitted in accordance with ORS 36.645. If the parties have not designated mutually agreeable rules of arbitration at such time as the arbitrator is appointed, the arbitrator shall adopt rules for the arbitration. The arbitrator's decision shall be binding upon the parties.


- 25. **Continuation During Disputes.** Notwithstanding any dispute under this Agreement, whether before or during arbitration, the Contractor shall continue to perform its work pending resolution of a dispute and City shall make payments as required by the Agreement for undisputed portions of work.
- 26. **Attorney Fees.** If suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this Agreement, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for City to incur the services of an attorney to enforce any provision of this Agreement without initiating litigation, Contractor agrees to pay City's attorney's fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by losing party.
- 27. **Severability.** If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the Agreement shall continue in full force and effect and shall in no way be impaired or invalidated.
- 28. **Facsimile Signatures.** The delivery of signatures to this Agreement by facsimile transmission shall be binding as original signatures.
- 29. **Entire Agreement.** This Agreement shall be the exclusive agreement between the parties for the Auditing Services. No modification of this Agreement shall be effective unless in writing and signed by an authorized representative of both parties, except as otherwise authorized herein.
- 30. **Signatures.** This Agreement is not effective unless and until it is approved, signed and dated by an authorized representative of each party.


CITY:

CONTRACTOR:

CITY OF JUNCTION CITY

NORTHWEST CODE PROFESSIONALS

By: 
 Title: Public Works Director
 Date: 7-25-18

By: 
 Title: Manager
 Date: 7-25-18

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**Exhibit A
Scope of Services**

- A. Examine building plans to ensure their compliance with applicable Structural, Mechanical, Electrical, Energy, Plumbing, and Residential codes (Applicable Codes).
- B. Review permit applications and complete a plan review report in a timely fashion, ordinarily within seven (7) working days after receipt of all plans and applications. Promptly provide plan review report to City, upon completion.
- C. Return any and all public records, inspection forms or plans within 30 days of receipt or notify City of any such records being held for longer periods with City approval.
- D. Conduct inspections within 1 to 2 working days from date of City request to determine whether construction complies with Applicable Codes and the approved plans. Coordinate inspections with the Fire Marshal and City's Public Works Department.
- E. Meet with permit applicants/holders and/or City staff via teleconference to address and attempt to resolve any issues arising under the applicable Codes.
- E. Utilize City permit application, plans review, and filing system in conjunction with City staff to ensure that records of all permits and applications are within the custody of City and properly maintained. All documents shall be returned to the City within 30 days of completion or after 30 days of inactivity.

**Exhibit B
Contractor Charge Rates for Services**

Charge Rate Category	Hourly Rate	* Daily Trip Charge
Residential Inspections All (Min 2-HR Fee)	\$ 90	\$ 50
Commercial Inspections (Min 2-HR Fee)	\$ 90	\$ 50
Commercial Electrical Inspections (MIN 2-HR Fee)	\$ 90	\$ 50
Commercial Plumbing Inspection (Min 2-HR Fee)	\$ 90	\$ 50
Medical Gas Pipeline Inspections (Min 2-HR Fee)	\$ 90	\$ 50
Plan Services	75% of all Plan Review Fees	N/A
Other Services (Code Enforcement/Zoning, Etc.)	\$ 90	\$ 50

*Daily Trip Charge is all inclusive for time from Eugene office, vehicle use, fuel and maintenance cost recovery.

EXHIBIT C

**ORS CHAPTER 279B PUBLIC CONTRACTING REQUIREMENTS
PERSONAL SERVICES**

- (1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor. ORS 279B.220(1).
- (2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract. ORS 279B.220(2).
- (3) Contractor shall not permit any lien or claim to be filed or prosecuted against the Contracting Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted. ORS 279B.220(3).
- (4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617. ORS 279B.220(4).
- (5) Contractor agrees that if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the City may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or his surety from his or its obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or material furnished, the City may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
- (6) Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. ORS 279B.230(1).
- (7) All subject employers working under the contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126. ORS 279B.230(2).
- (8) Contractor shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, *et seq*). ORS 279B.235(3).
- (9) The Contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a

location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work. ORS 279B.235(2).

- (10) All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid. ORS 701.430.
- (11) The contract may be canceled at the election of City for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.
- (12) Contractor certifies its compliance with all applicable state and local tax laws, including but not limited to ORS 305.385, ORS 305.620, ORS chapters 316, 317 and 318 and Chapter 539 Oregon Laws 2015 (SB 675). Contractor certifies it will continue to comply with all such tax laws during the term of this contract. Contractor's failure to comply with such state and local tax laws prior to executing this contract or during the term of this contract constitutes a default for which City may terminate this contract and seek damages and other relief available under the terms of this contract or applicable law.
- (13) Contractor certifies that it has not discriminated and will not discriminate against minorities, women, emerging small business enterprises or a business enterprise that is controlled by or that employs a disabled veteran as defined in ORS 408.225 in obtaining any required subcontractors. ORS 279A.110.
- (14) As used in this section, "nonresident contractor" means a contractor that has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, does not have a business address in this state, and stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120. When a public contract is awarded to a nonresident contractor and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. ORS 279A.120.