

**INTERGOVERNMENTAL AGREEMENT
FOR BUILDING INSPECTION SERVICES**

This Agreement is entered into this ____ day of _____, 2010 by and between THE CITY OF ASHLAND, Oregon, and THE CITY OF MEDFORD, Oregon.

A. ORS 190.010 permits units of local government to enter into intergovernmental agreements for the performance of any or all functions and activities that a party to the agreement has authority to perform; and

B. The City of Ashland requires the services of a qualified building official to oversee its building inspection program; and

C. The City of Medford employs a building official with the particular training, ability, knowledge, and experience to meet the needs of the City of Ashland; and

NOW, THEREFORE, in consideration for the mutual covenants contained herein the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. **RECITALS.** The recitals set forth above are true and correct and are incorporated herein by this reference.

2. **DURATION.** [ORS 190.020(1)(e)]. The term of this Agreement shall be after execution by both parties and shall expire on June 30, 2010, unless administratively extended in writing as provided for herein. The Ashland City Administrator may extend this Agreement twice, by twelve (12) months each extension, by indicating in writing to the City of Medford that an extension of the Agreement is sought under the same terms and conditions,* of this Agreement. *Provided however, that the rate of compensation set forth in paragraph 4 below is subject to any cost of living increase paid the applicable City of Medford Building Safety Department staff for the extension period. The extension shall be effective only upon receipt of a document from an authorized City of Ashland representative consenting to the extension under the same terms and conditions*.

3. **FUNCTIONS OR ACTIVITIES.** [ORS 190.020(1)]. The City of Medford shall make available to the City of Ashland, City Building Safety Department personnel with the qualifications and state certifications necessary to perform the duties and responsibilities of a building official as described in ORS 455.148(3) as requested by the City of Ashland. The building official shall be made available on those dates and at those times as are mutually agreed upon between the Ashland Community Development Department director and the Medford Building Official. A statement of work is contained in Exhibit A attached hereto and made a part hereof by this reference. The City of Medford building official providing services to the City of Ashland pursuant to this Agreement shall have all jurisdiction, authority, powers, functions, and duties of the City of Ashland building official with respect to any and all violations of State Law, the City Charter or ordinances of the City of Ashland.

4. **PAYMENT.** [ORS 190.020(1)(a)]. The City of Ashland shall promptly reimburse the City of Medford for the actual expenses incurred for the services provided. For purposes of this Agreement, actual cost shall be considered a flat rate costs in an amount of \$80.00 per hour, not to exceed \$10,000 for the initial contract term. Additional reimbursable costs, if any, shall be set forth and contained in Exhibit A, attached hereto and made a part hereof by this reference.

5. **REVENUE.** [ORS 190.020(1)(b)]. All costs, fees, fines and charges, collected as a result of the work performed by City of Medford building official pursuant to this Agreement shall be the property of the City of Ashland. No revenues expected to be derived pursuant to this Agreement need to be apportioned between the parties.

6. **PERSONNEL.** [ORS 190.020(1)(c)]. No employees will be formally transferred pursuant to this Agreement. The City of Medford will continue to pay its employees and shall keep accurate records of hours worked pursuant to this Agreement. The City of Ashland and the City of Medford are subject employers under ORS Chapter 656, and shall procure and maintain current valid workers compensation insurance coverage for all subject workers throughout the period of this Agreement. This Agreement does not change the status of any employee, contractor or officer of the respective Cities.

7. **REAL OR PERSONAL PROPERTY.** [ORS 190.020(1)(d)]. There shall be no transfer of title or possession to any real or personal property pursuant to this Agreement.

8. **TERMINATION.** [190.020(1)(f)]. This Agreement may be terminated by mutual consent by both parties; or by either party at any time, upon sixty (60) days notice in writing and delivered by certified mail or personal service. In the event of termination of the Agreement the City of Ashland shall pay for services rendered to the date of termination. Such termination shall be without prejudice to any obligations or liabilities of either party accrued prior to such termination.

9. **HOLD HARMLESS.** It is the intention of the City of Ashland to be solely responsible for the actions of the City of Medford building official while acting pursuant to this Agreement for the sole benefit of the City of Ashland with the full power and authority of the City of Ashland Building Safety Department. Accordingly, to the extent permitted by Article 11, Section 7, and Article 11, Section 10 of the Oregon Constitution and the Oregon Tort Claims Act, the City of Ashland shall hold harmless, defend and indemnify the City of Medford from any and all claims, demands, damages or injuries, liability of damage, including injury resulting in death or damage to property, that anyone may have or assert by reason of the any error, act or omission of City of Medford building department personnel, arising out of or in the performance of his/her duties under the terms of this Agreement. Provided however, the City of Ashland shall not be held responsible for any claims, actions, costs, judgments or other damages, directly and proximately caused by the criminal or wanton acts of Medford employees or the negligence of the City of Medford employees. Such indemnification shall also cover claims brought against either party under state or federal employees' compensation laws. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this indemnification.

10. **METHOD AND PLACE OF GIVING NOTICE, SUBMITTING BILLS, AND MAKING PAYMENTS.** All notices, bills, and payments shall be made in writing and may be given by personal delivery or by mail. Notices, bills, and payments sent by mail should be addressed as follows:

City of Ashland Community Development Dept.
Attn: April Lucas
20 East Main Street
Ashland, Oregon 97520
Phone: 541-552-2041

City of Medford
Attn: Christy L. West
411 W. 8th Street
Medford, Oregon 97501
Phone: 541-774-2351

and when so addressed, shall be deemed given upon deposit in the United States Mail, postage prepaid. In all other instances, notices, bills, and payments shall be deemed given at the time of actual delivery. Changes may be made to the names and addresses of the person to whom notices, bills, and payments are to be given by providing notice pursuant to this paragraph.

11. **MERGER.** This writing is intended both as the final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed in two (2) duplicate originals, either as individuals, or by their officers, thereunto duly authorized.

Dated this ____ day of _____, 2010.

City of Ashland, Oregon

City of Medford, Oregon

By: _____
John Stromberg, Mayor
City of Ashland

By: _____
Gary Wheeler, Mayor
City of Medford

Approved as to Form:

Approved as to Form:

Interim City Attorney

City Attorney

III. STATEMENT OF WORK

Through this agreement, the City of Medford agrees to perform Building Official duties for the City of Ashland.

A. The City of Medford shall:

1. Comply with all requirements and regulations of the Oregon Revised Statutes and the Oregon Administrative Rules pertaining to the duties and responsibilities of a building official.
2. Provide a State of Oregon certified Building Official.
3. Have the building official available at the City of Ashland offices to meet with staff and public at a regularly scheduled time, of up to ½ day per week or as otherwise needed. This may be amended to every other week upon mutual consent by City of Medford Building Official and City of Ashland Community Development Director.
4. Have the building official available as needed to serve on the board of appeals.
5. Provide to the City of Ashland a monthly request for payment to be submitted with a detailed spreadsheet listing the date and time spent.

B. The City of Ashland shall:

1. Provide an office.
2. Provide at least one day of notice of request if the building official is needed beyond the agreed-to schedule.