

INTERGOVERNMENTAL AGREEMENT

BETWEEN
CITY OF NEWBERG
AND
YAMHILL COUNTY

CITY OF NEWBERG
CITY RECORDER INDEX NO. 1620

FOR TEMPORARY BUILDING OFFICIAL SERVICES

This AGREEMENT is made and entered into this 3rd day of August, 1998, by and between the following parties:

CITY OF NEWBERG,
an Oregon Municipal Corporation
414 East First Street
Newberg, OR 97132
hereinafter referred to as "CITY"

YAMHILL COUNTY,
a County of the State of Oregon
Yamhill County Courthouse
535 East 5th Street
McMinnville, OR 97128
hereinafter referred to as "COUNTY"

RECITALS:

1. The parties are units of local government which are entitled to enter into intergovernmental agreements.
2. The **CITY** desires to make an Intergovernmental Agreement with the **COUNTY** for the **COUNTY** to furnish to the **CITY** Building Official Services during a period of time when the **CITY** does not have a person with a Building Official Certification on staff.
3. The **CITY** had previously an employee with a Building Official Certification on staff who supervised other employees for the purpose of carrying on a building inspection program within the **CITY**, and that person has resigned his position in order to go into private business.
4. The **COUNTY** has number of employees on staff who have a Building Official Certifications and the **COUNTY** has expressed a willingness to cooperate with the **CITY** in furnishing the **CITY** the services.

NOW, THEREFORE, IT IS AGREED BETWEEN THE PARTIES AS FOLLOWS:

- I. **SERVICES:** The **COUNTY** shall furnish the Building Official Services to the **CITY** on an on-call basis. The services shall include building official services, inspections, and other services needed by the **CITY** to carry-on a building inspection program within the **CITY**. **COUNTY** to perform services that County normally performs. **CITY** shall not use **COUNTY** to enforce provisions that **COUNTY** does not currently enforce.
- II. **COMPENSATION:** The **CITY** shall pay to the **COUNTY** Thirty-two Dollars (\$32.00) per hour as compensation for the services of their Building Officials. The **COUNTY** Building Official shall keep track of his/her hours and submit them to the **CITY** (to the attention of Barton Brierley,

8098-631

City Planner). The **CITY** shall pay the **COUNTY** for services once a month.

III. COUNTY EMPLOYEES TO CONTACT: The **CITY** shall contact the **COUNTY** to request services through Building Official John Stalcup. Mr. Stalcup shall have the right to designate any qualified **COUNTY** employee to fulfill the services. The **CITY** shall cooperate with Mr. Stalcup in coordinating the work.

IV. INDEMNIFICATION:

(a) **INDEMNIFICATION OF COUNTY:** County, its officers, agents, employees and assigns, shall not be deemed to have assumed any liability for the acts of City, or any officer, employee or agent thereof, and City hereby covenants and agrees to hold and save County, its officers, agents, employees, and assigns harmless from all claims which might arise against County, its officers, agents, employees or assigns by reason of any act of City, its officers, agents and employees.

(b) **INDEMNIFICATION OF CITY:** City, its officers, employees, agents and assigns shall not be deemed to have assumed any liability for the acts of County, or any officer, employee or agent thereof. County hereby covenants and agrees to hold and save City, its officers, agents, employees, and assigns harmless from any and all claims whatsoever that might arise against City, its officers, agents, employees or assigns by reason of any act of County, its officers, agents and employees.

V. TERM: This contract shall expire on September 30, 1998 unless extended in writing by both parties.

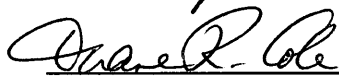
VI. TERMINATION: This agreement can be terminated at any time by either party by giving written notice of termination. **COUNTY** shall be paid at once for all compensation due.

IN WITNESS WHEREOF, the parties have executed this Intergovernmental Agreement which is effective as of the day and year first written above.

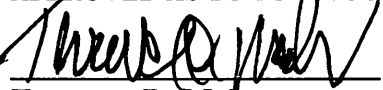
CITY OF NEWBERG

 8/3/98
Barton Brierley Date
City Planner

 8-3-98
Mike Soderquist Date
Community Dev. Director

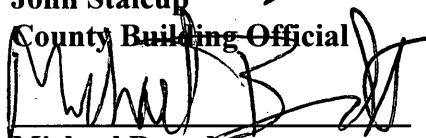
 8-3-1998
Duane R. Cole Date
City Manager

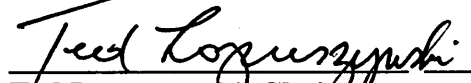
APPROVED AS TO FORM/CONTENT:

 8/5/98
Terrence D. Mahr Date
City Attorney

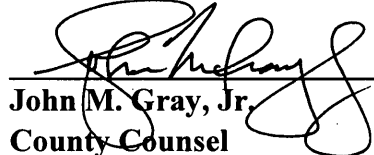
YAMHILL COUNTY

 8-14-98
John Stalcup Date
County Building Official

 8-13-98
Michael Brandt Date
County Planning Director

 8-13-98
Ted Lopuszynski, Chair Date
Board of Commissioners

APPROVED AS TO FORM/CONTENT:

 8/10/98
John M. Gray, Jr. Date
County Counsel