

INTERGOVERNMENTAL AGREEMENT

BETWEEN
CITY OF NEWBERG
AND
CITY OF MCMINNVILLE
FOR BUILDING INSPECTOR SERVICES

This AGREEMENT is made and entered into this 1 day of July, 1999, by and between the following parties:

CITY OF NEWBERG,
an Oregon Municipal Corporation
719 East First Street, PO Box 970
Newberg, OR 97132
hereinafter referred to as "NEWBERG"

CITY OF MCMINNVILLE,
an Oregon Municipal Corporation
230 NE Second Street
McMinnville, OR 97128
hereinafter referred to as "MCMINNVILLE"

RECITALS:

1. The parties are units of local government which are entitled to enter into intergovernmental agreements.
2. The parties desire to enter into an agreement for NEWBERG to furnish to MCMINNVILLE Building Inspector Services.

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

1. **SERVICES:** NEWBERG shall furnish Building Inspector Services to MCMINNVILLE. The Building Inspector will work half-time on a contractual basis with MCMINNVILLE. The services shall include building inspections and other services needed by MCMINNVILLE to carry-on a building inspection program within MCMINNVILLE.
2. **EMPLOYMENT:** The inspector shall continue to be a full-time employee with NEWBERG. NEWBERG will pay all benefits, including medical insurance and so forth. The inspector shall work at MCMINNVILLE the equivalent of one-half a regular full time employee. Where the inspector has a standard vacation, holiday, sick leave, or similar time off work, this time off shall be equally divided between time off in NEWBERG and MCMINNVILLE.

3. **WORK SCHEDULE:** The inspector generally shall work four hours per regular working day for **MCMINNVILLE**, excepting vacation and other scheduled time off. The parties may agree to alternate equivalent working schedules.
4. **INSPECTOR:** The inspector shall be Jerry McEachern, unless the parties agree to a different inspector. Jerry McEachern is qualified to provide inspections for:
 1. 1-2 family structural and mechanical
 2. 1-2 family plan checks.
 3. A-level structural and mechanical.
 4. Manufactured home installation.
5. **EMPLOYEE RULES:** The inspector shall be responsible for following all employee rules of **MCMINNVILLE** while on duty in that jurisdiction, as well as all employee rules of **NEWBERG**.
6. **TRANSPORTATION:** The Building Inspector will use vehicles appropriate to the jurisdiction that he/she is working in. He/she will use the **NEWBERG** vehicle for commuting between jurisdictions.
7. **COMPENSATION:** **MCMINNVILLE** shall pay to **NEWBERG** Twenty-six Thousand Dollars (\$26,000.00) per year as compensation for the services of the Building Inspector. This is a monthly rate of \$2,166.00 or one-half of the amount of compensation as it changes appropriately. The Inspector shall keep track of his/her hours and submit them to both **MCMINNVILLE** and **NEWBERG** (to the attention of Barton Brierley, City of Newberg Permit Center Administrator). **MCMINNVILLE** shall pay **NEWBERG** for services once a month. Should there be Building Inspector Services provided for a partial month or upon termination, compensation will be pro-rated.
- VIII. INSURANCE:** Both parties are members of the same insurance pool which is City County Insurance Services (CCIS). All coverage for liability and worker's compensation is furnished through CCIS. The parties shall give written notice of intent to change insurance carriers at least 30-days prior to any change.
- IX. TERM:** This contract is effective as of July 1, 1999, when services began until on June 30, 2000, unless extended in writing by both parties.

- X. **TERMINATION:** This agreement can be terminated at any time by either party by giving 30-day, written notice of termination. MCMINNVILLE shall pay NEWBERG 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



Mike Soderquist
Community Dev. Director

10.1.99

Date

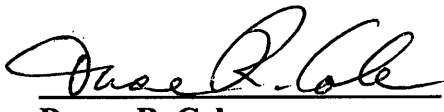
CITY OF MCMINNVILLE



Don Schut
Community Dev. Director

9/20/99

Date



Duane R. Cole
City Manager

10/4/99
Date



Kent L. Taylor
City Manager

9.21.99
Date

APPROVED AS TO FORM/CONTENT:



Terrence D. Mahr
City Attorney

10/2/99
Date

APPROVED AS TO FORM/CONTENT:



Clifton E. Ross
City Attorney

9-24-99
Date