

CITY OF NEWBERG
CITY RECORDER INDEX NO. 1993

INTERGOVERNMENTAL AGREEMENT

BETWEEN

CITY OF NEWBERG

AND

CITY OF HILLSBORO

FOR PLAN REVIEW SERVICES

Post-It® Fax Note 7671

To	Gerald D Rick
Co./Dept.	Hillsboro
Phone #	503-681-6144
Fax #	

This AGREEMENT is made and entered into this 4th day of March, 2003, 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 HILLSBORO,***an Oregon Municipal Corporation*

123 West Main Street Suite 250

Hillsboro, OR 97123

*hereinafter referred to as "HILLSBORO"***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 **HILLSBORO** to furnish to **NEWBERG** Plan Review Services.

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

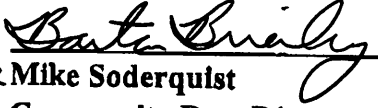
- I. SERVICES: **HILLSBORO** shall furnish Plan Review Services to **NEWBERG**. The services shall include Fire/Life Safety, Structural, Mechanical and Plumbing Plan Review services needed by **NEWBERG** to carry-on a plan review program within **NEWBERG**, including communicating and resolving deficiencies with

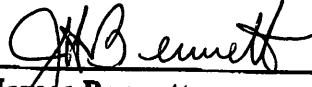
applicants. The plan review services provide by **HILLSBORO** to **NEWBERG** will be requested only by **NEWBERG**. This contract in no way entitles **NEWBERG** to use **HILLSBORO** for any services unless requested by **NEWBERG**.

- II. EMPLOYMENT:** The Plan Reviewers shall continue to be a full-time employees with **HILLSBORO**. **HILLSBORO** will pay all benefits, including medical insurance and so forth. The plan reviewers shall work at **HILLSBORO**.
- III. WORK SCHEDULE:** **HILLSBORO** will provide completed plan reviews within 35 days of receipt of all required plan review information.
- IV. EMPLOYEE RULES:** The plan reviewers shall be responsible for following all employee rules **HILLSBORO** has in place.
- V. COMPENSATION:** **NEWBERG** shall pay to **HILLSBORO** 50 percent of the total Fire/Life Safety, Structural, Mechanical and Plumbing plan review fees collected. The payment will be due to **HILLSBORO** 30 days after **NEWBERG'S** receipt of the fees for such plan review from the customer.
- VI. INDEMNIFICATION:**
- (a) **INDEMNIFICATION OF HILLSBORO:** **HILLSBORO**, its officers, agents, employees and assigns, shall not be deemed to have assumed any liability for the acts of **NEWBERG**, or any officer, employee or agent thereof, and **NEWBERG** hereby covenants and agrees to hold and save **HILLSBORO**, its officers, agents, employees, and assigns harmless from all claims which might arise against **HILLSBORO**, its officers, agents, employees or assigns by reason of any act of **NEWBERG**, its officers, agents and employees.
- (b) **INDEMNIFICATION OF NEWBERG:** **NEWBERG**, its officers, employees, agents and assigns shall not be deemed to have assumed any liability for the acts of **HILLSBORO**, or any officer, employee or agent thereof. **HILLSBORO** hereby covenants and agrees to hold and save **NEWBERG**, its officers, agents, employees, and assigns harmless from any and all claims whatsoever that might arise against **NEWBERG**, its officers, agents, employees or assigns by reason of any act of **HILLSBORO**, its officers, agents and employees
- VII. TERM:** This contract shall expire on December 31, 2004 unless extended in writing by both parties.
- VIII. TERMINATION:** This agreement can be terminated at any time by either party by giving 30-day, written notice of termination.

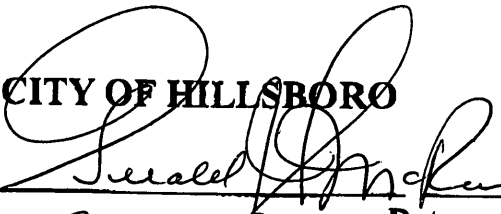
IN WITNESS WHEREOF, the parties have executed this Intergovernmental Agreement which is effective as of the day and year first written above.

CITY OF NEWBERG

 3/3/2003
Date
For Mike Soderquist
Community Dev. Director

 3/4/03
Date
James Bennett
City Manager

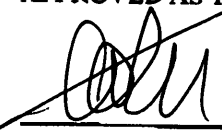
CITY OF HILLSBORO

 2/25/03
Date
Building Director
City of Hillsboro

Date

APPROVED AS TO FORM/CONTENT:

APPROVED AS TO FORM/CONTENT:

 3/3/03
Date
Terrence D. Mahr
City Attorney

Date
City Attorney