Contract Review Sheet

Intergovernmental Agreement **PW-7133-26**

Title: **Issuing of Building Permits and Inspections**

Contractor's Name: **City of Silverton**

Department: **Public Works Department** Contact: **Traci Clarke**

Analyst: **Kathleen George** Phone #: **503-365-3100**

Term - Date From: **Execution** Expires: **September 30, 2035**

Original Contract Amount: **$ 300,000.00** Previous Amendments Amount:

Current Amendment: **$ -** New Contract Total: **$ 300,000.00** Amd% **0%**

Bidirectional ☐ Federal Funds ☐ Reinstatement ☐ Retroactive ☐ Amendment greater than 25%

Source Selection Method: **50-0010 General Exemptions (IGAs Grants QRFs)** **Department**

Description of Services or Grant Award

Marion County has had an IGA with the City of Silverton under which Marion County Building Inspection provides plan review and inspection services. Silverton has adopted a new building permit fee schedule and revised its methodology for calculating and reimbursing costs associated with building permit services resulting in the need to develop a new agreement between Marion County and Silverton. PW-7133-26 replaces the existing agreement, establishes a hourly rate for all services provided by Marion County, perpetuates existing procedures related to plan review, permitting and inspection, and maintains the existing responsibilities of Marion County and City of Silverton. The contract moves from a percentage based fee per inspection to a hourly rate per inspection billed monthly and charge to a project number for budgeting, billing, and tracking purposes. The estimated revenue over the contract duration is estimated at $300,000.00; and expenses to not exceed $50,000.00.

Desired BOC Session Date: **11/4/2026** Contract should be in DocuSign by: **10/14/2026**

Agenda Planning Date **10/22/2026** Printed packets due in Finance: **10/20/2026**

Management Update **9/22/2026** BOC upload / Board Session email: **10/21/2026**

BOC Session Presenter(s) **Chris Trussell** Code: **Y**

REQUIRED APPROVALS

	10/19/2026	Janet Wilson	10/19/2026
Finance - Contracts	Date	Contract Specialist	Date
Legal Counsel	Date	Chief Administrative Officer	Date

MARION COUNTY BOARD OF COMMISSIONERS

Board Session Agenda Review Form

Meeting date: 11/04/2026

Department: Public Works

Title: IGA PW-7133-26 with City of Silverton for Building Inspection Services

Management Update/Work Session Date: 9/22/2026 **Audio/Visual aids** ☐

Time Required: 5 minutes **Contact:** Chris Trussell **Phone:** 503-566-3977

Requested Action:
Approve Intergovernmental Agreement (IGA) PW-7133-26 with City of Silverton for Building Inspection Services.

Issue, Description & Background:
Marion County currently has an IGA with the City of Silverton under which Marion County Building Inspection provides plan review and inspection services. Silverton has adopted a new building permit fee schedule and revised its methodology for calculating and reimbursing costs associated with building permit services resulting in the need to modify the agreement between Marion County and Silverton. PW-7133-26 replaces the existing agreement, establishes a hourly rate for all services provided by Marion County, perpetuates existing procedures related to plan review, permitting and inspection, and maintains the existing responsibilities of Marion County and City of Silverton.

Financial Impacts:
The new IGA increases the hourly service rate of $70 per hour stated in the existing agreement to a rate of $85 per hour.

Impacts to Department & External Agencies:
None

List of attachments:
Contract PW-7133-26 (IGA)

Presenter:
Chris Trussell, County Building Official

Department Head Signature:
BNicholas
Digitally signed by BNicholas
Date: 2026.08.25 11:56:36 -07'00'

INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF SILVERTON AND MARION COUNTY
FOR
THE COORDINATION OF PERMIT ISSUANCE AND INSPECTIONS
REGULATED BY THE STATE OF OREGON BUILDING CODES
CONTRACT NUMBER PW-7133-26

This Intergovernmental Agreement ("Agreement") is entered into for the provision of building permit, inspection, and plan review services by and between the City of Silverton ("City") and Marion County ("County"), hereafter collectively referred to as the "Parties", as authorized under ORS Chapter 190.110. This Agreement shall become effective upon the date of the last signature of the Parties ("Effective Date") and shall remain in full force and effect until **September 30, 2035**, unless earlier terminated or amended in accordance with the provisions of this Agreement. The Parties agree to review the terms and performance of this Agreement at least once every two (2) years. Such review shall not affect the validity or enforceability of this Agreement unless the Parties mutually agree, in writing, to amend its terms.

RECITALS:

A. The State of Oregon has promulgated the State Building Code, as defined in ORS 455.010 and hereafter referred to as "building codes", and the State has authorized municipal administration and regulation of building codes under ORS 455.156.
B. The City of Silverton has a need for electrical permit inspections and plan review services.
C. The City of Silverton has a need for qualified personnel to perform building inspections and/or plan reviews in lieu of their own employees who may be ill, on vacation, or otherwise temporarily unable to perform their duties.
D. Marion County provides building permits, inspection and plan review services and is able and willing to provide such services to the City.
E. Marion County has determined that they may on occasion have a need for qualified personnel to perform building inspections and/or plan reviews due to increases in workload or lack of available staff.
F. The City of Silverton employs inspectors who are qualified and licensed to perform such inspection duties.
G. It is the desire of the City and the County to enter into this Agreement for County to provide plumbing, structural, mechanical, and electrical inspections on an as-needed basis to cover the City's inspection staff, and for the City to provide plumbing, structural, and mechanical inspections upon request for County.

AGREEMENT:

I. City Electrical Permits

1. The City will notify the County when an electrical permit requiring a plan review is received and ready for County review on behalf of the City, as requested by the City. The County will pick up such application(s) and plan(s) from the City, or the City will forward electronically to the County, unless both parties mutually agree otherwise.
2. The County will review electrical applications and provide electrical plan review services, including review and "stamp" plans for compliance in accordance with ORS Chapter 455 and all applicable local regulations and return them to the City.
3. The County will perform electrical inspections during regular County business hours upon notification from the City that the permit holder has requested an electrical inspection. The City agrees to provide notification of inspection request via email prior to 7:30 am each business day.
4. The City agrees to prepare electronic electrical inspection requests in City permit system. The County agrees to enter the inspection results in the City permit system and email inspection results to the applicant using City's permit system.

5. The City is responsible for completion and submitting all reports to the State Building Codes Division, including the monthly surcharge reports, operating plans, and program renewal applications.
6. The City and County agree that City electrical fees shall be paid and distributed according to the following:
7. The City will collect all fees for electrical permit(s) and electrical permit applications.
8. The County will provide City a monthly invoice with a list of the inspections and/or plan reviews completed, listing the date, Address or permit number, type of inspection or review, and time spent. The City will submit payment to the County based on hourly rate per Section II.C., monthly, within 30 days of receipt of invoice billing.
9. City will provide payment to the County within 30 days of receipt of the monthly invoice.

II. Structural. Mechanical, Plumbing, and Electrical

A. County Shall:
1. Perform plumbing, structural, mechanical and electrical inspections and plan reviews on behalf of City, as requested by City and subject to the County's service availability and adequate staffing and resources to perform the requested services.
2. Comply with all ORS and OAR requirements and regulations pertaining to the plumbing, structural, mechanical, and electrical programs.
3. Provide City with certified/licensed inspectors to perform all inspections and plan reviews.
4. Complete Electronic Inspection Report provided by City permit system.
5. Provide the City with a monthly invoice in accordance with Section II.C.5.
6. Remit payment to the City within 30 days of receipt of monthly invoice by City.
7. Send a request for inspection to the City via email or facsimile the morning of the requested time and date after first verifying with the City Building Official that adequate staffing exists to provide the County with backup services.

B. City Shall:
1. Perform plumbing, structural, and mechanical inspections and plan reviews on behalf of County, as requested by County and subject to the County's service availability and adequate staffing and resources to perform the requested services.
2. Comply with all ORS and OAR requirements and regulations pertaining to the plumbing, structural, and mechanical programs.
3. Provide County with certified/licensed inspectors to perform all inspections and plan reviews.
4. Complete Inspection Report and enter inspection results into the Electronic Permitting System provided by County
5. Provide the County with a monthly invoice in accordance with Section II.C.5.
6. Remit payment to County within 30 days of receipt of monthly invoice by County.
7. Send a request for inspection to the County via email or facsimile the morning of the requested time and date after first verifying with the County Building Official that adequate staffing exists to provide the city with backup services.

C. Mutual Financial Obligations:
1. The City agrees to pay the County a rate of $85.00 per hour (with one hour minimum) for each inspection performed for plumbing, structural, mechanical and electrical inspections.
2. The City agrees to pay the County a rate of $85.00 per hour (with one hour minimum) for each plan review performed.
3. The County agrees to pay the City a rate of $85.00 per hour (with one hour minimum) for each inspection performed for plumbing, structural, and mechanical inspections.
4. The County agrees to pay the City a rate of $85.00 per hour (with one hour minimum) for each plan review performed.

5. Invoices shall provide the following details:
    i. Date of Inspection
    ii. Inspection Location identified by complete address
    iii. Permit Number
    iv. Inspection type and hours associated
    v. Inspector's Full Name

III. Termination

A. Mutual Consent:
This Agreement may be terminated by either party by providing a minimum of 120 days' notice. In the event of such termination, the Parties shall receive and retain all permit/inspection fees for applications received and permits issued up to the date of termination. Either Party may request the other Party complete inspection services on any issued permit applications.

B. For Cause:
Either party may terminate this Agreement due to a breach of contract terms not limited to the following:

1. If any license, certificate, or insurance required by law or regulation to be held by Agency to provide the services required by this agreement is for any reason denied, revoked, or not renewed.
2. If Parties fail to provide services called for by this agreement within the time specified herein or any extension thereof.
3. If either Party fails to perform any of the provisions of this agreement or so fails to pursue the work as to endanger the performance of this agreement in accordance with its terms and after written notice from the other Party, fails to correct such failure(s) within ten (10) days or such longer period as the other Party may authorize.
4. Any such termination of this agreement shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

IV. Repeal

All prior agreements between the City and the County relating to building codes as set forth herein are null and void.

V. Compliance with Statutes and Rules

The County and the City agree to comply with the provisions of this Agreement and all applicable federal, state, and local statutes and rules. County covenants that all County personnel who provide inspection, and plan review services under this Agreement have all required local and state certifications.

VI. Civil Rights, Rehabilitation Act, Americans with Disabilities Act, and Title VI of the Civil Rights Act

Both the City and County agree to comply with the Civil Rights Act of 1964 and 1991, Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973, and Title VI as implemented by 45 CFR 80 and 84

VII. Indemnification and Insurance

A. To the extent permitted by Article XI, Section 7 of the Oregon Constitution and by the Oregon Tort Claims Act, each party agrees to waive, forgive, and acquit any and all claims it may otherwise have against the other and the officers, employees, and agents of the other, for or resulting from damage or loss, provided that this discharge and waiver shall not apply to claims by one party against any officer, employee, or agent of the other arising from such person's malfeasance in office, willful or wanton neglect of duty, or actions outside the course and scope of his or her official duties. Each party shall insure or self-insure and be independently responsible for the risk of its own liability for claims within the scope of the Oregon tort claims act (ORS 30.260 TO 30.300).
B. The City and County shall obtain and always maintain during the term of this contract, workers' compensation insurance with statutory limits and employers' liability insurance. Upon request by

the other party, each party shall provide to the other party evidence that it is a carrier-insured or self-insured employer in full compliance with the requirements of ORS Chapter 656, or that it employs no person subject to the requirements of ORS Chapter 656, Workers' Compensation Coverage.

C. The City and the County agree that there is no relationship under this Agreement except as specified herein. The County exercises no control over, is not responsible for the act of, assumes no specific responsibilities to or for officers, employees or agents of the City, or the public in general, except as specified in this Agreement. The City exercises no control over, is not responsible for the act of, assumes no specific responsibilities to or for officers, employees or agents of the County, or the public in general, except as specified in this Agreement.

VIII. Wages

A. Neither the City nor the County shall employ any person performing work under this Agreement for more than ten hours in one day, or 40 hours in any one week, except in cases of necessity, emergency, or where the public policy absolutely requires it. The City and the County shall pay all individuals performing work for the City and the County under this contract, at least time-and-a half pay:

1. For all overtime in excess of eight hours a day or 40 hours in any one week when the work week is five consecutive days, Monday through Friday; and,
2. For all overtime in excess of 10 hours a day or 40 hours in any one week when the work week is four consecutive days, Monday through Friday; and, for all work performed on Saturday or Sunday and on any legal holiday specified in ORS 279B.235.

IX. Savings Clause

Should any section or portion thereof of this Agreement be held unlawful and unenforceable by any court of competent jurisdiction or upon mutual agreement of the parties, such decision shall apply only to the specific section or portion thereof, directly specified in the decision. Upon issuance of such a decision, the parties agree immediately to negotiate a substitute, if possible, for the invalidated section or portion thereof.

X. Modification

This Agreement may be amended only by written instrument, signed by both City and County.

XI. Waiver

The failure of either party to insist upon the strict performance of any of the terms, covenants or conditions of this Agreement shall not be deemed a waiver of any right or remedy that either party may have, and shall not be deemed a waiver of either party's rights to require the strict performance of all terms, covenants and conditions thereafter, nor a waiver of any remedy for the subsequent breach of any of the terms, covenants or conditions.

XII. Dispute Resolution

A. In the event there are disputes or claims related to or arising under this Agreement, the following dispute resolution process will be followed. It is the intent of the parties to resolve the disputes and claims at the lowest level possible, and the issues and resolutions will be documented by mutually agreeable memorandum, if applicable.

1. Consideration and resolution by and between the City Community Development Director and the County Building and Planning Manager.
2. Consideration and resolution by and between the City Manager and County Administrator.
3. The laws of the State of Oregon shall govern the interpretation, execution, and enforcement of this Agreement, and the parties agree that the exclusive venue for any action or proceeding arising out of or relating to this Agreement shall be the Marion County Circuit Court, Marion County, Oregon.

XIII. Assignment

This Agreement may not be assigned by either party without the consent of the other party.

The Parties, by execution of this Agreement, hereby acknowledge that their signing representatives have read this Agreement, understand it, and agree to be bound by its terms and conditions.

SIGNATURE PAGE FOR
ISSUING OF BUILDING PERMITS AND INSPECTIONS - PW-7133-26
between
MARION COUNTY and CITY OF SILVERTON

MARION COUNTY SIGNATURES
BOARD OF COMMISSIONERS:

_____
Chair Date

_____
Commissioner Date

_____
Commissioner Date

Authorized Signature: Brian Nicholas
Brian Nicholas (Oct 19, 2026 10:06:53 PDT) 10/19/2026
Department Director or designee Date

Authorized Signature: _____
Chief Administrative Officer Date

Reviewed by Signature: _____
Marion County Legal Counsel Date

Reviewed by Signature: 10/19/2026
Marion County Contracts & Procurement Date

CITY OF SILVERTON SIGNATURE

Authorized Signature: _____
Date

Title: _____