

Exhibit A

COOPERATIVE AGREEMENT (5 YEAR) CA #717935-00

This agreement is between the City of Portland (Municipality) and the State of Oregon acting by and through its Department of Consumer and Business Services, Building Codes Division (DCBS), in accordance with ORS 190.110 and 455.185. The Contract Administrators of this agreement are:

DCBS	City of Portland
Contract Administrator: Shane Sumption	Contract Administrator: Deborah Sievert Morris
Title: Field Services Section Manager	Title: Senior Business Operations Manager
State of Oregon, Department of Consumer and Business Services, DCBS Building Codes Division	City of Portland
1535 Edgewater St. NW	Bureau of Development Services
P.O. Box 14470	1900 SW 4 th Ave. Suite 5000
Salem, OR 97309-0404	Portland, OR 97201
Phone: (503) 378-2015	Phone: (503) 823-7338
Fax: (503) 378-2322	FEIN:
Email: shane.r.sumption@Oregon.gov	Email: deborah.sievertmorris@portlandoregon.gov

- I. **PURPOSE:** By this Agreement, the State of Oregon, acting by and through its Department of Consumer and Business Services, Building Codes Division (DCBS), and the Municipality agree to provide Building Official services, Plan Review and Inspection services to each other when requested. When requesting services, a party is the Requesting Party. When providing Services, a party is the Service Provider.

II. **TERM OF AGREEMENT:**

This Agreement shall become effective retroactively on May 23, 2016. This Agreement shall expire five years after its effective date, unless terminated early in accordance with Section IX.

III. **STATEMENT OF WORK**

A. A Requesting Party shall:

1. Contact the Building Official of the Service Provider, when services are needed.
2. Email inspection requests to the Building Official of the Service Provider, at least 24 hours in advance of inspection.

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3. Send all construction plans for which plan review is requested to:

When DCBS is the Service Provider:

ATTN Shane Sumption
BCD Salem Office,
1535 Edgewater St. NW,
Salem OR 97309

When Municipality is Service Provider:

ATTN: Deborah Sievert Morris
Bureau of Development Services
1900 SW 4th Ave. Suite 5000
Portland, OR 97201

4. Remit payment to the Service Provider in accordance with Section IV(C).

B. Service Provider shall:

1. Provide an interim Building Official who is certified to perform Building Official duties during business hours by telephone and onsite, as requested. The interim Building Official shall be an employee of the Service Provider, managed by, reporting within, and subject to the direction and control of the Service Provider. The Building Official services will only be provided in conjunction with the actions related to plans review and/or inspection services requested by the Requesting Party.
2. Perform plan review and inspection services, by plan or inspection as requested, consistent with construction codes and standards adopted by the State of Oregon.
3. Perform services using Service Provider staff possessing appropriate certification or designation recognized by the State of Oregon.
4. Complete residential plan reviews within 10 calendar days. Complete commercial Plan reviews within 15 calendar days of receipt.
5. Submit inspection reports to the Requesting Party within forty-eight (48) hours of the inspection.

The only services that will be provided under this Agreement are those requested by the Requesting Party and as Service Provider has available staff to complete the requested work. If the Service Provider is unable to provide residential plan review services requested by the Requesting Party, the Service Provider will notify the Requesting Party within 24 hours of receiving the request. For all other services, the Service Provider will

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notify the Requesting Party within 72 hours of request if Service Provider is unable to provide requested service.

IV. CONSIDERATION

A. Requesting Party agrees to pay Service Provider at the rate of:

a) Ninety percent (90%) of the plan review fee collected by the Requesting Party for plan reviews completed under this agreement. These fees also cover all Service Provider costs associated with processing and handling of plans.

b) Ninety percent (90%) of the permit fee collected by the Requesting Party for permitted work where Service Provider will conduct all associated inspections with the permit.

c) Eighty-five dollars (\$85.00) per hour for work not identified in (a) or (b).

B. Both parties certify that, at the time this agreement is written, sufficient funds are available and authorized for expenditure to finance costs of services anticipated to be provided under this agreement.

C. Requesting Party shall remit payment to Service Provider on a quarterly basis. Quarters will be: January thru March, April thru June, July thru September, and October thru December. Payment is due within 60 days of the close of each quarter. Payment to be sent to the following address:

When DCBS is Service Provider:

Building Codes Division
BCD FACS
PO Box 14470
Salem OR 97309-0404

When Municipality is Service Provider:

ATTN: Deborah Sievert Morris
Bureau of Development Services
1900 SW 4th Ave. Suite 5000
Portland, OR 97201

D. With every payment, for the work done under this Agreement during the quarter for which payment is being remitted, Requesting Party shall provide Service Provider with:

(1) Documentation of each plan review performed by Service Provider and the associated fees collected by Requesting Party;

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(2) documentation of each permit inspected by Service Provider and the associated fees collected by Requesting Party;

(3) documentation of any request for interim Building Official services made, as well as the month and number of hours Service Provider provided interim Building Official services;

(4) documentation of all work performed by Service Provider at the hourly rate under paragraph (A)(c) of this section, as well as the date and number of hours such work was performed; and

(5) if interim Building Official services were provided, Requesting Party's accounting of all plan review fees, permit fees, collected by Requesting Party, and all payment remitted to Service Provider, for the subject quarter.

E. Requesting Party agrees that it shall provide or make available, if and as requested by Service Provider, any and all records and information related to this agreement of which Requesting Party is custodian, within 30 days of such request by Service Provider. Requesting Party further agrees that it shall retain and not destroy any and all documents and records related to this Agreement for a minimum of one year after such document or record is created.

V. TRAVEL AND OTHER EXPENSES

Requesting Party shall not be responsible to Service Provider for travel or other expenses.

VI. BREACH

Neither party shall be in breach of this Agreement until written notice of the unperformed obligation has been given and that obligation remains unperformed after notice for 7 days in the case of Municipality's obligations; or 14 days in the case of DCBS's obligations. In the case of a default, the nonbreaching party may terminate this agreement with (10) days prior written notice to the breaching party and shall be entitled to seek damages or any other remedy provided by applicable law. If DCBS is the nonbreaching party, it may elect to perform any of the breaching party's obligations and recover from the breaching party the costs of such performance plus interest at the rate of 10% of such costs. If DCBS is the nonbreaching party, it may also elect to commence an investigation of Municipality under ORS 455.770(1) and (2)(b).

VII. CONTRIBUTION

If any third party makes any claim or brings any action, suit or proceeding alleging a tort as now or hereafter defined in ORS 30.260 ("Third Party Claim") against a party (the "Notified Party") with respect to which the other party ("Other Party") may have liability, the Notified Party must promptly notify the Other Party in writing of the Third Party

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Claim and deliver to the Other Party a copy of the claim, process, and all legal pleadings with respect to the Third Party Claim. Either party is entitled to participate in the defense of a Third Party Claim, and to defend a Third Party Claim with counsel of its own choosing. Receipt by the Other Party of the notice and copies required in this paragraph and meaningful opportunity for the Other Party to participate in the investigation, defense and settlement of the Third Party Claim with counsel of its own choosing are conditions precedent to the Other Party's liability with respect to the Third Party Claim.

With respect to a Third Party Claim for which the State is jointly liable with the Municipality (or would be if joined in the Third Party Claim), the State shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the Municipality in such proportion as is appropriate to reflect the relative fault of the State on the one hand and of the Municipality on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the State on the one hand and of the Municipality on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The State's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if the State had sole liability in the proceeding.

With respect to a Third Party Claim for which the Municipality is jointly liable with the State (or would be if joined in the Third Party Claim), the City shall contribute to the amount of expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred and paid or payable by the State in such proportion as is appropriate to reflect the relative fault of the Municipality on the one hand and of the State on the other hand in connection with the events which resulted in such expenses, judgments, fines or settlement amounts, as well as any other relevant equitable considerations. The relative fault of the Municipality on the one hand and of the State on the other hand shall be determined by reference to, among other things, the parties' relative intent, knowledge, access to information and opportunity to correct or prevent the circumstances resulting in such expenses, judgments, fines or settlement amounts. The Municipality's contribution amount in any instance is capped to the same extent it would have been capped under Oregon law if it had sole liability in the proceeding.

VIII. AMENDMENTS

The terms of this agreement shall not be waived, altered, modified, supplemented or amended except by written instrument signed by both parties. This agreement may be extended upon written amendment.

IX. TERMINATION

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This agreement may be terminated by mutual consent by both parties or by either party upon thirty (30) days' notice, in writing.

X. FORCE MAJEURE

Neither party shall be held responsible for delay or failure to perform when such delay or failure is due to fire, flood, epidemic, strikes, acts of God or the public enemy, unusually severe weather, legal acts of public authorities, or delays or defaults caused by public carriers, which cannot be reasonably foreseen or provided against. In such event, the period for the performance shall be extended for the period of such delay. Upon the cessation of the cause of delay or nonperformance, the affected Party shall resume performance of its obligations under this Agreement. Either party may terminate the agreement, effective with the giving of written notice, after determining such delays or failure will reasonably prevent successful performance in accordance with the terms of this agreement.

XI. ALTERNATIVE DISPUTE RESOLUTION

The parties shall attempt in good faith to resolve any dispute arising out of this agreement. This may be done at any management level, including at a level higher than persons directly responsible for administration of the agreement. In addition, the parties may agree to utilize a jointly selected mediator or arbitrator (for non-binding arbitration) to resolve the dispute short of litigation.

XII. NONDISCRIMINATION

The parties agree to comply with all applicable requirements of Federal and State civil rights and rehabilitation statutes, rules and regulations in the performance of this agreement.

XIII. COMPLIANCE WITH APPLICABLE LAWS

The parties agree that both shall comply with all Federal, State, and local laws and ordinances applicable to the work to be done under this agreement. The parties agree that this agreement shall be administered and construed under the laws of the State of Oregon.

XIV. PARTNERSHIP

Neither party is, by virtue of this agreement, a partner nor a joint venturer in connection with activities carried out under this agreement, and shall have no obligation with respect to the other party's debts or any other liability or obligation of the other party of whatever kind or nature.

XV. AUDIT

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DCBS reserves the right to audit, at Municipality's expense, all records pertinent to this agreement.

XVI. NO WAIVER OF CLAIMS

The failure by either party to enforce any provision of this agreement shall not constitute a waiver by that party of that provision or of any other provision or provisions of this agreement.

XVII. ENTIRE AGREEMENT

This agreement constitutes the entire agreement between the parties concerning the subject matter of this agreement and supersedes any and all prior or contemporaneous negotiations or agreements between the parties, whether written or oral, concerning the subject matter of this agreement which is not fully expressed herein. This agreement may not be modified or amended except in writing and signed by all parties.

XVIII. SIGNATURES

Department of Consumer and Business
Services, Building Codes Division

City of Portland

Mark Long
Administrator

Date

Name
Title

Date

Nancy A. Cody
Designated Procurement Officer

Date

Name
Title

Date