

RECIPROCAL AGREEMENT
IDAHO JOURNEYMAN AND OREGON JOURNEYMAN ELECTRICAL LICENSES
BCD# 73-0-468

This Agreement is between: THE STATE OF IDAHO, DIVISION OF BUILDING SAFETY, ("IDAHO"), 1090 E. Watertower Street, Meridian, Idaho 83642; and THE STATE OF OREGON, DEPARTMENT OF CONSUMER & BUSINESS SERVICES, BUILDING CODES DIVISION, ("OREGON"), P.O. Box 14470, Salem, Oregon 97309-0404; and is made pursuant to ORS 670.380.

I. PURPOSE

The purpose of this Agreement is to mutually recognize the qualifications of Idaho Journeyman Electricians and Oregon Journeyman Electricians, as authorized by ORS 670.380 and Idaho Code §54-1007. It is not intended to allow individuals to circumvent either state's requirements or examination. This Agreement is based on the determination that the standards, qualifications, and examinations for journeyman electricians in Oregon and Idaho are substantially similar.

II. AGREEMENT

Idaho and Oregon hereby mutually agree to issue reciprocal journeyman electrician licenses or certificates without examination under the following terms and conditions:

- A. Reciprocity applicants must hold a journeyman electrician license or certificate issued by Oregon or Idaho. The license or certificate must be current, active, and in good standing. For purposes of this Agreement, 'good standing' means that there are no pending disciplinary actions against the reciprocal applicant's existing license or certificate, nor are there any current restrictions or limitations placed on that license or certificate as a result of disciplinary action by the issuing state.
- B. Reciprocity applicants must have qualified to take the examination for their journeyman electrician certificate of competency or license by completing four (4) years of electrical apprenticeship vocational education (576 classroom hours minimum) and completing a minimum of four (4) years (8,000 hours) in the electrical trade under the direct supervision of a licensed journeyman electrician. Where a state determines that a reciprocity applicant qualified to take the journeyman electrician examination through the licensing state's process allowing for equivalent experience the state reviewing the reciprocity application may independently determine whether the applicant's documented education and experience are equivalent to that state's experience and education standards. Reciprocity applicants must have passed an examination in Oregon or Idaho, with the minimum score required by the reciprocating state.
- C. Reciprocity applicants holding a license or certificate issued by Idaho or Oregon based on qualifications that exceed those required for a journeyman electrician license in Idaho or Oregon, such as an Oregon General Supervising Electrician or

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Idaho Master Electrician, shall be deemed to have met the experience and education requirements of II. B above.

- D. Reciprocity applicants must pay all required fees to the reciprocating state for applications and licensure and must meet any other administrative application requirements set forth in statute or rule for admission by reciprocity.
- E. Any person performing electrical installations under a reciprocal license or certificate issued pursuant to this Agreement shall be subject to all applicable statutes and rules governing electrical installations or electrical journeyman of the jurisdiction issuing the license or certificate, including those addressing disciplinary proceedings.

III. DOCUMENTS AND RECORDS

Each state shall maintain records of reciprocity applicants that will document the applicant's qualifications, experience, education, tests, and scores for a period corresponding to that state's record retention schedule. Each state reserves the right to audit, at its expense, the other state's compliance with the terms of this Agreement.

To the extent allowed by law, each state agrees to share the documentation necessary for the reciprocating state to ascertain whether a reciprocal applicant has met the terms of this Agreement in regards to being in good standing, test scores, apprenticeship hours and work experience as submitted to the state in the original application for licensure.

IV. AMENDMENTS

The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended except by written instrument signed by both parties.

V. TERMINATION

This Agreement may be terminated by mutual consent by both parties or by either party upon 30 days' notice, in writing and delivered by certified mail or in person addressed as follows:

STATE OF IDAHO, DIVISION OF BUILDING SAFETY
1090 E. Watertower Street
Meridian, ID 83642

STATE OF OREGON, BUILDING CODES DIVISION
P.O. Box 14470
Salem, Or 97309

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VI. MISCELLANEOUS

- A. Nothing in this Agreement shall be construed as either limiting or extending the lawful jurisdiction of Oregon or Idaho other than as expressly set forth herein.
- B. Nothing in this Agreement shall affect either party's sovereign immunity or any other defenses permitted by law.
- C. Appropriate officials of the parties may promulgate such written operations procedures for implementation of this Agreement as to them appear desirable.
- D. It is understood and agreed that this Agreement shall in no way or manner be construed so as to bind or obligate either of the party states beyond the term of any particular appropriation of funds by that state's legislature, as may exist from time to time. Each of the party states reserves the right to terminate the Agreement if, in its sole judgment, its legislature fails, neglects, or refuses to appropriate sufficient funds as may be required for that state to continue to participate. Any such termination shall take effect upon mutual consent or ten (10) days written notice, if feasible, and be otherwise effective as provided for in this Agreement.

VII. DURATION

This Agreement shall become effective on the date at which every party has signed this Agreement and shall continue until terminated as per sections IV.D. and V.

VIII. NO THIRD PARTY BENEFICIARIES

Oregon and Idaho are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to any third persons unless such persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

IX. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the states concerning the subject matter of this Agreement and supersedes any and all prior or contemporaneous negotiations or agreements among parties, if any, whether written or oral, concerning the subject matter of this Agreement which are not fully expressed herein.

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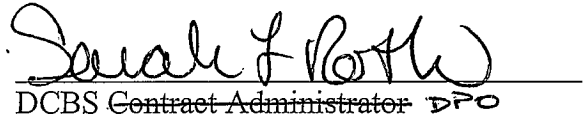
C. KELLY PEARCE, Administrator
State of Idaho
Division of Building Safety

7-20-09
Date Signed



STATE OF OREGON

8-3-09
Date Signed



DCBS Contract Administrator DPO

8/4/09
Date Signed

Approved as to form:

N/A
Assistant Attorney General
State of Oregon Department of Justice

Date Signed