

RECIPROCAL AGREEMENT
IDAHO JOURNEYMAN and OREGON JOURNEYMAN PLUMBERS LICENSES

This Agreement is between: THE STATE OF IDAHO; 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 ORS 670.380.

I. PURPOSE

It is the purpose of this agreement to mutually recognize the qualifications of Journeyman Plumbers, as authorized by ORS 670.380, OAR 918.695.0010, ORS 693.060 and IDAPA 07.02.05.013.01. Oregon and Idaho shall issue Journeyman Plumbers licenses, as appropriate, to individuals meeting the conditions of this agreement without further examination. This agreement is based on the determination that the standards, qualifications and examinations for journeyman plumbers in Oregon and Idaho are substantially similar.

II. AGREEMENT

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

1. Journeyman Plumbers License or Certificate. Reciprocity applicants must hold a journeyman plumbers license or certificate issued by Oregon or Idaho and that license or certificate must have been obtained by examination. The license or certificate must be current, active, and in good standing.
2. Reciprocity applicants must have qualified for their journeyman plumbers certificate of competency or license by passing an examination in Oregon or Idaho and by working a minimum of four (4) years (7,700 hours) in the plumbing trade under the direct supervision of a licensed journeyman plumber and completion of four (4) years of plumbing apprenticeship vocational education (576 classroom hours minimum). If a reciprocity applicant qualified for a journeyman plumbers certificate of competency or license by passing an examination and by obtaining experience and education determined to be equivalent by the licensing state, the state reviewing the reciprocity application shall determine whether the applicant’s education and experience are equivalent to that state’s experience and education standards.
3. Reciprocity applicants holding a license or certificate issued by Idaho or Oregon that is based on qualifications that exceed those required for a journeyman plumber’s license in Idaho or Oregon, shall be deemed to have met the experience and education requirements of II.A.1 and II.A.2 above.
4. All reciprocity applicants must pay all required fees to the reciprocating state for applications and licensure and must meet any other application requirements set forth in statute or rule.

**RECIPROCAL AGREEMENT
IDAHO JOURNEYMAN and OREGON JOURNEYMAN PLUMBERS LICENSES**

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 their expense, the other state's compliance with the terms of this Agreement.

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 East Watertower Street
Meridian, ID 83642

STATE OF OREGON BUILDING CODES DIVISION
Contract Administrator
PO Box 14470
Salem OR 97309

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 operational 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.

RECIPROCAL AGREEMENT
IDAHO JOURNEYMAN and OREGON JOURNEYMAN PLUMBERS LICENSES

VII. DURATION

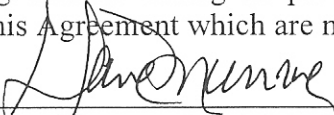
This Agreement shall become effective on the date at which every party has signed this Agreement and shall continue until terminated as per section V.

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 person or 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 supercedes any and all prior or contemporaneous negotiations or agreements among the parties, if any, whether written or oral, concerning the subject matter of this Agreement which are not fully expressed herein.



Dave Munroe, Administrator
State of Idaho
Division of Building Safety

August 17, 2005
Date signed



Mark Long, Administrator
State of Oregon
Building Codes Division

10-25-05
Date signed



Lewis E. Seagraves
Board Chair

October 21, 2005
Date signed



Chris Welch
DCBS Contract Officer

10/27/05
Date signed

Approved as to form:
See memo in file
Assistant Attorney General
State of Oregon
Department of Justice
9/7/04
Date signed