

INTERGOVERNMENTAL AGREEMENT

Transfer of Building Permit Services

THE CITY OF TROUTDALE and MULTNOMAH COUNTY enter into this agreement pursuant to the authority granted in Chapter 190 of the Oregon Revised Statutes for the purpose of the City of Troutdale providing building permit issuance and related services for Multnomah County.

PARTIES TO THE AGREEMENT

THE CITY OF TROUTDALE is a municipal corporation organized and existing under the laws and constitution of the State of Oregon and is hereinafter referred to as “the City.”

MULTNOMAH COUNTY is a Home Rule political subdivision of the State of Oregon organized and existing under the laws and constitution of the State of Oregon and is hereinafter referred to as “the County.”

RECITALS

In 1986, the City and the County found that the most cost effective and rational method for delivery of building permit issuance and related services is through the City Community Services Department; and

The City and the County recognized the need for transferring permit services from the County to the City; and

In May 1986 the City and the County entered into an Intergovernmental Agreement (1986 IGA) for Transition of Building Permit Services transferring delivery of building permit issuance and related services to the City Community Services Department; and

The City and County agree that it is in the public interest to update the 1986 IGA to reflect changes in the applicable laws and regulations and to clarify the geographic scope of the City’s obligation to provide building permit issuance and related services; and

ORS 190.010 to 190.030 provide for intergovernmental agreements between units of local government, including the City and County, to allow the performance of functions or activities by one unit of local government for another; and

ORS 190.020 requires that an intergovernmental agreement contemplating the performance of functions or activities by one unit of local government for another shall specify the responsibilities and the apportionment of funds between the parties;

NOW, THEREFORE, in consideration of the mutual promises contained herein and pursuant to the provisions of ORS 190.010 – 190.030, the City and County agree as follows:

SECTION I: PURPOSE.

The general purposes of this Agreement are:

- A. To identify the unincorporated County areas for which the City shall provide building permit and other related services and to enumerate those services.
- B. To establish distribution of service fee revenue.
- C. To set forth terms of liability and legal responsibilities.

SECTION II: TRANSFER OF FUNCTIONS.

A. Effective Date. On April 15, 2013, the 1986 IGA, shall terminate and be replaced in its entirety by this Agreement.

B. Permit Service Area. The area covered by this Agreement shall be known as the “Permit Service Area” and shall include:

- i. All unincorporated County areas situated north of I-84 and between the City of Gresham boundary and the Sandy River, as shown in Exhibit 1a.
- ii. The unincorporated properties within Troutdale’s Urban Planning Area identified in Exhibit 1b.

C. Functions Transferred.

- i. Effective April 15, 2013, the City shall provide the following services within the Permit Service Area.
 - 1. Administer the City Adopted Oregon Structural Specialty Code;
 - 2. Administer the City Adopted Oregon Mechanical Specialty Code.
 - 3. Administer the City Adopted Oregon Electrical Specialty Safety Code.
 - 4. Administer the City Adopted Oregon Plumbing Specialty Code.
 - 5. Administer the City Adopted Oregon Residential Specialty Code.
 - 6. Administer the City Adopted Oregon Manufactured Dwelling and Park Specialty Code.

7. Administer the City Adopted Oregon Fire Code and City Fire and Life Safety Code.

ii. Administering the above codes shall mean all aspects of code administration, including but not limited to, collection of fees, plan review, permitting and inspections.

iii. The City shall make available, without charge to the County, records and testimony by City inspection personnel when needed in connection with litigation of building permit service cases.

D. Rights to permit fees. After April 15, 2013, all revenue derived from service and permit fees within the Permit Service Area shall accrue to the City.

E. Level of Service.

The City shall provide a level of service for building code administration and enforcement in the Permit Service Area equal to and consistent with that performed within the City. Such service shall conform to ORS 455.160.

SECTION III: GENERAL TERMS

A. Non-Appropriation Clause. This Agreement is subject to future appropriations by any future City Council or Board of County Commissioners.

B. Separability. If any section, subsection, clause or phrase of this agreement is determined by any court or arbitrator of competent jurisdiction, to be invalid or unenforceable for any reason, such determination shall not affect the validity of the remaining Agreement, which shall continue to be in effect.

C. Termination. This Agreement shall continue indefinitely unless terminated by mutual written consent of the parties.

D. Amendments. This Agreement may be amended by mutual agreement of the parties.

E. Captions. The captions and headings used in this Agreement are not a substantive part of this Agreement. They are intended as a reference tool and shall not be used in interpreting the terms of this Agreement.

F. Indemnity.

1. Subject to the provisions of the Oregon Tort Claims Act and the Oregon Constitution, the City shall hold harmless and indemnify the County, its officers, agents and employees from all liability, claims, suits, actions and other proceedings caused by or arising out of the negligence of the City, its agents or employees in the performance of its obligations under this contract.

2. Subject to the provisions of the Oregon Tort Claims Act and the Oregon Constitution, the County shall hold harmless and indemnify the City, its officers, agents and employees from all liability, claims, suits, actions and other proceedings caused by or arising out of the negligence of County, its agents or employees in the performance of its obligations under this contract.

G. Cooperation.

City and County recognize the need to continually improve efficiency and uniformity in codes administration and shall cooperate to mutually exchange relevant information and modify procedures as needed to implement this Agreement in an efficient and uniform manner.

H. Service Coordination.

1. The Director of Community Services, or a designee, shall represent the County in all matters of service coordination with the City.

2. The Building Official, or a designee, shall represent the City in all matters of service coordination with the County.

IN WITNESS WHEREOF, the authorized representatives of the City and the County, as parties hereto, acting pursuant to the authority granted to them, have

HEREBY AGREED:

CITY OF TROUTDALE

MULTNOMAH COUNTY

By _____
Doug Daoust
Mayor

By _____
Jeff Cogen
Chair

Date _____

Date _____

APPROVED AS TO FORM

By _____
David Ross
City Attorney

By _____
Lindsay Kandra
Assistant County Attorney