

**BEFORE THE BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON**

RESOLUTION NO. 2013-017

Authorizing the County Chair to Execute an Amendment to an Existing Intergovernmental Agreement with the City of Troutdale for the Provisions of Building Permit Services.

The Multnomah County Board of Commissioners Finds:

- a. In May 1986, the City of Troutdale and Multnomah County entered into an Intergovernmental Agreement for Transition of Building Permit Services transferring delivery of building permit issuance and related services to the city Community Services Department.
- b. The City and County agree that it is in the public's interest to update the 1986 IGA to reflect changes to applicable laws and regulations and to clarify the geographic scope of the City's obligation to provide building permit issuance and related services.
- c. 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. 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.
- d. The general purposes of this IGA are to: 1) identify the unincorporated County areas for which the City shall provide building permit and other related services and to enumerate those services, 2) establish distribution of service fee revenue and 3) set forth terms of liability and legal responsibilities.

The Multnomah County Board of Commissioners Resolves:

1. The County Chair is authorized to enter into the IGA (with Exhibits 1a, 1b, 1c and 2), modify the IGA and such other ancillary agreements as necessary or desirable to further the intent of the IGA, so long as modifications and ancillary agreements do not result in a material increase in the obligations of Multnomah County or a material decrease in the benefits for Multnomah County under the IGA.

ADOPTED this 28th day of February, 2013.



BOARD OF COUNTY COMMISSIONERS
FOR MULTNOMAH COUNTY, OREGON

Jeff Cogen, Chair

REVIEWED:
JENNY M. MORF, COUNTY ATTORNEY
FOR MULTNOMAH COUNTY, OREGON

By
Lindsay Kandra, Assistant County Attorney

SUBMITTED BY: Kim Peoples, Interim Department Director.

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



COLUMBIA RIVER

Fairview

Wood
Village

Troutdale

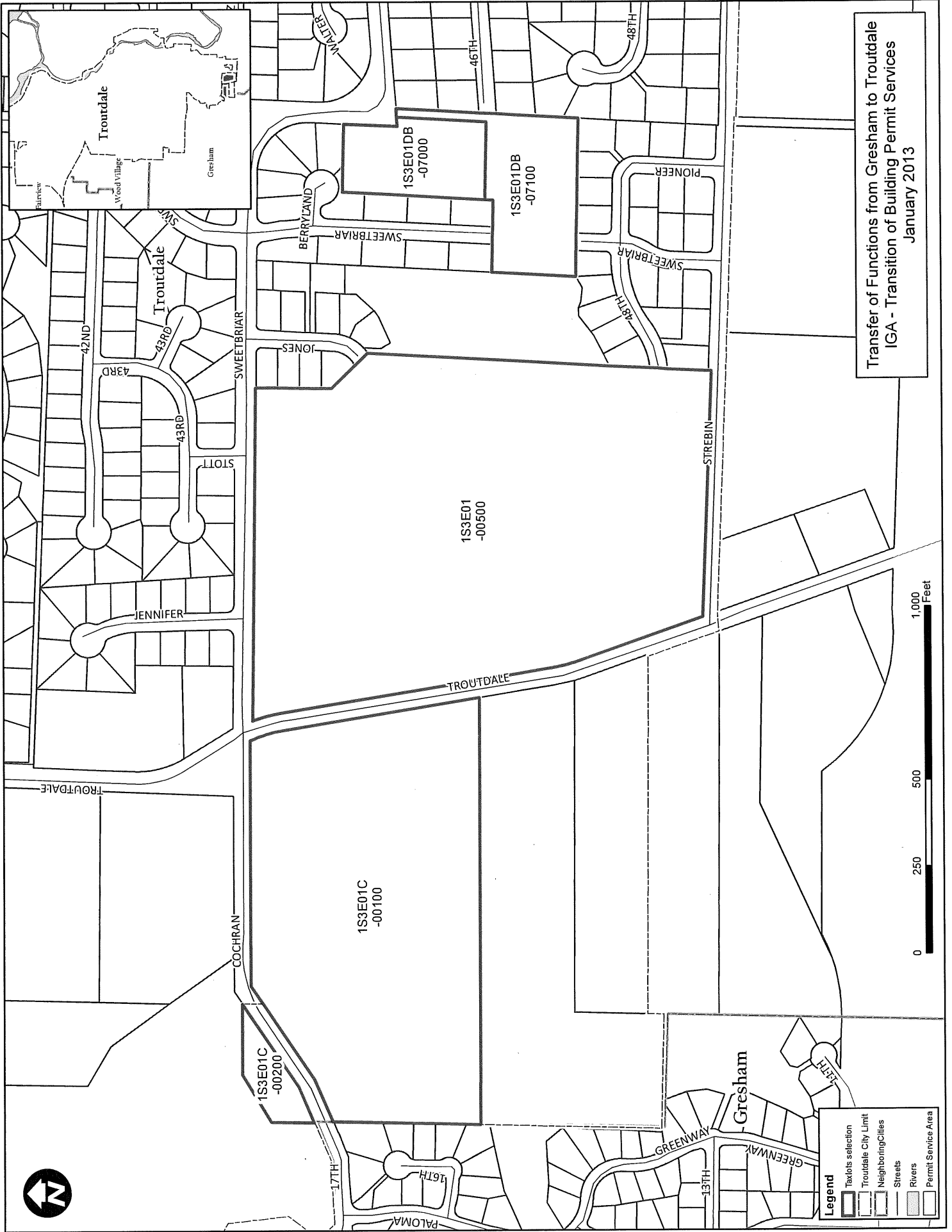
Gresham

City of Troutdale Permit Service Area Map

Legend

Troutdale City Limit

Neighboring Cities



Transfer of Functions from Gresham to Troutdale
IGA - Transition of Building Permit Services
January 2013

Legend

- Taxlots selection
- Troutdale City Limit
- Neighboring Cities
- Streets
- Rivers
- Permit Service Area



MULTNOMAH COUNTY OREGON

CONTRACT APPROVAL FORM

(See instructions on reverse side)

TYPE I

- ☐ Professional Services under \$10,000
☐ Revenue
☐ Grant Funding
☒ Intergovernmental Agreement

Amendment to above, Number 5115/86
 (Original Contract Amount _____)

TYPE II

- ☐ Professional Services over \$10,000 (RFP, Exemption)
☐ PCRB Contract PUBLIC CONTRACT REV.
☐ Maintenance Agreement
☐ Licensing Agreement

Amendment to above, Number _____
 (Original Contract Amount 30143-86)

Contact Person BILL WHITFIELD Phone 248-3047 Date 4/22/86

Department ENV SERV. Division PERMITS Bldg/Room 412

Description of Contract TRANSITIONS PERMIT SERVICES TO THE CITY OF TROUTDALE.

PERSONNEL AND EQUIPMENT ARE NOT INVOLVED IN THE TRANSITION.

RFP/BID # _____ Date of RFP/BID _____ Date of Exemption _____

Reviewed For ☐ MBE ☐ FBE Participation Contractor is ☐ MBE ☐ FBE

Contractor Name CITY OF TROUTDALE

Mailing Address 104 KIBLING

TROUTDALE OR 97060

Phone _____

Employer ID# or SS# _____

Effective Date JULY 1, 1986

Termination Date CONTINUOUS

Total Amount of Agreement \$ 950

| FUND | AGENCY | ORGANIZATION | ACTIVITY | OBJ | SUB OBJ | REV SOURCE | SUB REV | REPT CATEG |
|------|--------|--------------|----------|-----|---------|------------|---------|------------|
| 100 | 030 | 5010 | | | | | | |

Payment Terms

- ☐ Lump Sum \$ 950
☐ Monthly \$ _____
☐ Other \$ _____

☐ Requirements contract-requisition required
 Purchase Order No. _____

Required Signatures:

W Department Head [Signature] Date 4-25-86

Purchasing Director _____ Date _____
(Type II Contracts Only)

County Counsel [Signature] Date 4/28/86

Budget Office [Signature] Date _____

County Executive/Sheriff Dennis Buchanan Date 5-5-86

| code | | <u>G1V5209</u> | | FOR ACCOUNTING/PURCHASING USE ONLY | | | | | | | |
|-------------|-----------------|----------------|--------|------------------------------------|----------------------|--------|---------|------------|--------------------------|--------|-------------|
| VENDOR name | | | | YEAR | AUTHORIZATION NOTICE | | | | ENCUMBRANCE "APRON" ONLY | | |
| ACCT NO. | NUMBER | FUND | AGENCY | ORGANIZATION | ACTIVITY | OBJECT | SUB OBJ | REPT CATEG | DESCRIPTION | AMOUNT | INC/DEC IND |
| | <u>30143 86</u> | | | | | | | | | | |
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| | | | | | | | | | | | |

WHITE - PURCHASING

CANARY - INITIATOR

PINK - CLERK OF THE BOARD

GREEN - FINANCE

GOLDENROD - BUDGET

INTERGOVERNMENTAL AGREEMENT
Transition 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 providing for the transition of responsibility for building permit issuance and related services from Multnomah County to the City of Troutdale.

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

WHEREAS, the City and the County find 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

WHEREAS, the City and the County recognize the need for transferring permit services from the County to the City; and

WHEREAS, the City and the County anticipate the City of Troutdale, the City of Fairview and the City of Wood Village will soon annex substantially all of the urban unincorporated areas of the County within the respective Cities' currently proposed urban services boundary; and

WHEREAS, citizens involved in the permit process at the time of annexation will no longer be inconvenienced with dual permit processes; and

WHEREAS, City and County expenditures related to transitional permits and boundaries will no longer be required, and

WHEREAS, field services will no longer be established by jurisdictional boundaries but rather by the most efficient and economical means of delivery, and

WHEREAS, it is in the public interest for the City and the County to plan together for the orderly transition of service responsibilities as annexations occur and as the City and County policies are implemented in response to citizen requests; and

WHEREAS, 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

WHEREAS, 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 provide for an orderly transition of all building permit issuance and related services from the County to the City.
- B. To identify the unincorporated County areas for which the City shall provide building permit and other related services and to enumerate those services.
- C. To establish distribution of service fee revenue.
- D. To establish the method and amount of payments by the County to the City for City-provided services within unincorporated County areas.
- E. To provide a schedule of adjusting County payment to the City consistent with changes in unincorporated County population being served by the City.

F. To set forth terms of liability and legal responsibilities.

SECTION II: TRANSFER OF FUNCTIONS.

A. Effective Date. Transfer from the County to the City of the responsibilities, obligations, and materials described below shall occur on July 1, 1986.

B. Permit Service Area. The area covered by this Agreement shall be known as the Permit Service Area and shall include all unincorporated County areas situated north of N.E. Glisan Street and between the City of Gresham boundary and the Sandy River, as shown in Exhibit A.

C. Functions Transferred. Effective July 1, 1986, the City shall provide the following services within the Permit Service Area.

1. Administer the Oregon State Structural Specialty Code and Fire Life Safety regulations.

2. Administer the Oregon State Mechanical Speciality Code.

3. Administer the Oregon State Electrical Specialty Safety Code.

4. Administer the Oregon State Plumbing Specialty Code.

5. Administer the Oregon State Mobile Home installation and hook-up program as administered by the County prior to transition.

6. Administer County Code 9.10 (Building Code).

7. Administer County Code 9.20 (Electrical Code).

8. Administer County Code 9.30 (Plumbing Code).

9. Administer County Code 11.15 (Land Use and Zoning).

a) City administration of land use and zoning matters shall be limited to field inspection, investigation, preparation of inspection/investigation reports and field related testimony of contested cases.

b) All enforcement of land use and zoning regulations beyond the withholding of certificate of occupancy or approval of final inspections will remain with the County.

c) The City shall make available, without charge to the County, records and testimony by City inspection personnel when needed in connection with litigation of land use/zoning cases.

D. Rights to permit fees. After July 1, 1986, all revenue derived from service fees within the Permit Service Area from the sources listed below shall accrue to the City.

1. Building Code fees as set forth in the specialty codes of the State of Oregon, and/or
2. Fees described in County Code 9.10.100.
3. Electrical fees described in County Code 9.20.070.
4. Plumbing fees described in County Code 9.30.100.
5. Zoning fees described in County Code 5.10.255.
6. System Development administrative fee described in County Code 8.70.440.
7. Miscellaneous fees established under County Code 5.10.060.

E. Payments from County to City. The following payments shall be made:

1. The County shall transfer to the City, by August 1, 1986, \$950 for fiscal year 1986/87. This sum and future allocations provide for building and zoning investigation and enforcement within the Permit Service Area, involving activity not covered by permit fees.
2. The County shall pay to the City, by August 1 of each ensuing fiscal year, an amount equal to the previous year payment as adjusted by the percentage change in Consumer Price Index, Urban Wage Earners and Clerical Workers, Revised (CPI-W), National, January to January and the schedule in Subsection II.G.

3. In the event this Agreement is terminated, the City shall refund to the County an amount equal to the fiscal year payment by the County, divided by 365 days, multiplied by the number of days remaining in the fiscal year at the time of termination.

F. Annual Adjustment of Payment. It is expected that the City will for some time continue annexing territory within its Urban Growth Boundary, thereby reducing the County's unincorporated area and population. County urban service expenditures will diminish in direct proportion to the amount of unincorporated urban area and population annexed to various cities. The unincorporated County rural area is anticipated to remain stable in population or, at most, experience minimal growth in conformance with the County's Comprehensive Land Use Plan. In recognition of the foregoing, the following formula shall apply to and modify each fiscal year payment by the County to the City:

1. On or before July 1, 1987, the City and County shall agree on a population figure for the Permit Service Area existing on January 1, 1986.

2. The annual payment from County to City shall be calculated as follows:

A = Permit Service Area population
January 1, 1986.

B = Permit Service Area population annexed
during 1986.

C = Annual percentage change in CPI-W.

P₁ = Annual County payment for fiscal
year 1986/87.

P₂ = Annual County payment for fiscal
year 1987/88.

$$P_2 = P_1[(A-B)/A]C$$

3. Each ensuing fiscal year payment by the County to the City shall be determined by altering the previous year's payment, based on the previous calendar year CPI-W and the preceding calendar year population loss.

4. Population figures used for fiscal year payment computation may be changed at any time with mutual consent of the City and the County.

SECTION III: GENERAL TERMS

A. Dispute Resolution. Any disputes between the City and the County that may arise under this Agreement (but not including disputes relating to employees who are affected by the Agreement) shall be resolved by arbitration or by employing a private judge under an approved plan upon the written request of either party.

1. Arbitration. The parties shall select an arbitrator from the American Association of Arbitrators. If the parties are unable to agree upon an arbitrator, they shall request a list of seven arbitrators and an arbitrator shall be chosen by alternate striking of names; the order of striking shall be determined by lot. The arbitrator's decision shall be final and binding, but the arbitrator shall have no power to alter, modify or amend the terms of this Agreement. The arbitrator's fees shall be borne equally by both parties.

2. Alternative means of resolution. The parties shall be allowed to use any plan approved by the State of Oregon or Multnomah County Circuit Court that may allow attorneys or former judges to preside as Circuit Court judges for a fee paid by the parties.

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

C. Personnel Matters. The parties recognize that implementation of this agreement may have an impact on personnel employed by each jurisdiction, some of whom may be represented by labor organizations with which the City and the County have a contractual and a bargaining relationship.

The parties, therefore, agree that upon execution of this Agreement, each will, upon timely request, meet and bargain with the appropriate labor organization representing its own employees concerning the impact of this agreement on employees represented by such labor organizations.

D. 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.

E. Termination. This Agreement shall continue indefinitely unless terminated by mutual written consent of the parties. In the event that this Agreement is terminated, all property transferred from the County to the City pursuant to this Agreement shall be returned to the County.

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

G. 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.

H. Indemnity.

1. 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. 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.

I. Level of Service.

For service fees received and County payments, 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 456.803.

J. Cooperation Regarding Ordinance Amendments.

The City and County recognize the need to continually improve efficiency and uniformity in code administration and shall cooperate to revise County building code related ordinances and adjust service fees to achieve efficiency and uniformity.

To implement ordinance revisions to M.C.C. 9.10, 9.20 and 9.30, the City shall prepare such documents necessary for County Board action and provide testimony before the County Board in support of such proposals.

K. Service Coordination.

The Director of Environmental Services shall represent the County in all matters of service coordination with the City.

The City shall submit a written monthly report to the Director of Environmental Services by the 15th of the following month.

The monthly report shall indicate activity levels in unincorporated County areas and include a brief narrative of important or unusual enforcement or investigative activities occurring in unincorporated 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 Sam K. Cox
Sam K. Cox
Mayor

BY Dennis Buchanan
Dennis Buchanan
County Executive

Date 5/30/86

Date 5/5/86

APPROVED AS TO FORM

BY James R. Jennings
James R. Jennings
City Attorney

BY Peter Kasting
Peter Kasting
Assistant County Counsel

3486C/jdm

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