

## **INTERGOVERNMENTAL AGREEMENT**

### **Building Permit Services**

The CITY OF GRESHAM and MULTNOMAH COUNTY enter into this Intergovernmental Agreement, hereinafter referred to as "Agreement", pursuant to the authority granted in Chapter 190 of the Oregon Revised Statutes for the purpose of providing for building permit issuance and related services for Multnomah County by the City of Gresham.

### **PARTIES TO THE AGREEMENT**

THE CITY OF GRESHAM is a municipal corporation organized and existing under the laws and constitution of the State of Oregon and is hereinafter referred to as "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 "County."

### **RECITALS**

1. ORS 190.010 to 190.030 provide for intergovernmental agreements between units of local government, including City and County, to allow the performance of functions or activities by one unit of local government for another; and
2. City and County find that the most cost effective method for issuance of County building permits and related services in unincorporated Multnomah County is through City (City Development Services or successor); and
3. City and County entered into an Intergovernmental Agreement (IGA) for City provision of these County services in May 1986 ("1986 IGA").
4. The 1986 IGA provided that City would perform building permit services for both urban and rural unincorporated areas of County. It was anticipated that City would annex substantially all of the urban unincorporated areas of County within City's existing urban services boundary. Annexations did occur for most of the unincorporated urban areas with a few pockets still remaining with County.
5. In November 1990, the 1986 IGA was amended to clarify boundary issues, enforcement matters and imposition and collection of fees.

6. At this point in time, County lacks a critical mass of developable land in the eastern portion of County to support a building department to provide the services now provided by City. If City continues to provide these services, it will provide continuity of services for these rural areas once they are annexed.

7. This Agreement is intended to address the continuation of City provision of building permit and related services in rural unincorporated Multnomah County.

NOW, THEREFORE, in consideration of the mutual promises contained herein, City and County agree as follows:

### **SECTION I: PURPOSE**

The purposes of this Agreement are:

A. To set out the scope of services to be provided by City to County related to building permits and other related services in the urban pockets and rural, unincorporated Multnomah County.

B. To identify the unincorporated County areas for which City shall provide building permits.

C. To authorize recovery of City costs in providing these County services through imposition, collection and enforcement of building permit fees.

D. To provide for the orderly transition and continuity of building permit and other related services for County lands from County to City after annexation to City.

E. To set forth terms of liability and legal responsibilities, as well as terms by which either party can terminate the Agreement.

### **SECTION II: TERMS OF AGREEMENT**

A. Effective Date. On April 15, 2013, the terms of the 1986 IGA, as amended in 1990, shall be terminated and shall be replaced in their 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 all unincorporated County areas situated east of the City of Portland urban service boundary that are not within City of Troutdale's Permit Service Area. A map of the Permit Service area is attached as Exhibit 1a.

C. Functions Transferred. Effective April 15, 2013, City shall apply the following City and State Codes within the Permit Service Area:

1. City Adopted Oregon Structural Specialty Code; and

2. City Adopted Oregon Mechanical Specialty Code; and
3. City Adopted Oregon Plumbing Specialty Code; and
4. City Adopted Oregon Electrical Specialty Code; and
5. City Adopted Oregon Energy Efficiency Specialty Code; and
6. City Adopted Oregon Solar Installation Specialty Code; and
7. City Adopted Oregon Boiler and Pressure Vessel Specialty Code; and
8. City Adopted Oregon Elevator Specialty Code; and
9. City Adopted Oregon Residential Specialty Code; and
10. City Adopted Oregon Manufactured Dwelling and Park Specialty Code; and
11. Oregon Fire Code in areas not served by a structural fire service agency; and
12. City Adopted Oregon Structural Specialty Code Administrative Provisions.

D. Functions retained by the County. County reserves to itself application of County's erosion control and flood development codes (Multnomah County Code [MCC] 29.330 to 29.365), and Flood Hazard (MCC 29.600 to 29.611).

E. City Implementation Requirements. City implementation of the Codes listed in subsection II.C, above, includes providing the public with information about code requirements, interpretation of the codes, plan review, inspections and limited code enforcement.

The City will pursue code enforcement relating to active permits only. The City will pursue code enforcement for a maximum of 30 days, in accordance with the applicable code. If the code enforcement issue is not resolved after the expiration of 30 days, City will refer the issue to County for further enforcement action to the conclusion of the code enforcement issue. County will advise City of the outcome of the code enforcement action. City will notify County if non-permitted work is observed in the Permit Services Area. County will pursue all code enforcement relating to non-permitted work. County will advise City of the outcome of any code enforcement action regarding non-permitted work.

F. City Permit Sequence. City agrees to limit acceptance of building permit applications in the Permit Services Area to those parties that have obtained County land use approvals. Mechanical, electrical, plumbing and certain building (interior work)

permits may be issued without County land use approvals, if City provides County with monthly reports of those types of permits that have been issued.

G. City to Verify Development. City, while providing the services set out in this Agreement, will ensure that development proceeds in a manner consistent with the land use approvals issued by County. County will promptly respond to City requests for verification and information regarding County land use approvals.

H. City Ordered Corrective Actions. County, in the course of processing a land use application, may identify improvements in the Permit Services Area that were constructed without required permits. County will advise City that corrective action is required under MCC 37.0560, or MCC 38.0560, in order for County to approve the land use application. County will advise City and the property owner if the work performed without permits can be corrected with new permits. City will, under the authority of MCC 37.0560 or 38.0560, have two options for bringing the improvement into compliance with MCC requirements:

1. Under the authority of MCC 37.0560(A)(1) or MCC 38.0560(A)(1), issue the permits that are currently required, if the owner can comply with such requirements, if issuance results in the property coming into full compliance with all applicable provisions of the MCC and City codes applicable under this Agreement; or

2. Under the authority of MCC 37.0560 or MCC 38.0560 require the owner to pay for an independent inspection to confirm that the construction is safe, even if it may not comply with current codes. Any violations affecting public safety (as defined in MCC 37.0560(B) and MCC 38.0560(B)) must be corrected and permits may be issued under the authority of MCC 37.0560(A)(2) or MCC 38.0560(A)(2) to do so.

I. Expiration of City Issued Permits. City permits expire two years after the date of issuance. Permits issued for County by the City under this Agreement will also expire two years after the date of issuance unless the work is completed. Permits will include language that states the following: "Expiring permits shall be processed in accordance with: Gresham Revised Code ("GRC") Section 10.05.150; the City-adopted Oregon Structural Specialty Code section 105.5; Oregon Mechanical Specialty Code section 106.4.3; Oregon Plumbing Specialty Code section 103.3.4; Oregon Electrical Specialty Code OAR 918-309-0000 (7); Oregon Energy Efficiency Specialty Code Chapter 1, Part 2 adopting section 105.5 of the Oregon Structural Specialty Code; Oregon Solar Installation Specialty Code section 104.5; Oregon Boiler and Pressure Vessel Specialty Code OAR 918-225-0600 (10); Oregon Elevator Specialty Code OAR 918-400-0545; Oregon Residential Specialty Code section R105.5; and the Oregon Manufactured Dwelling and Park Specialty Code section 1-4.7."

J. City Permit Reports. City shall provide a quarterly report of all permits issued in the Permit Services Area pursuant to the terms of this Agreement.

K. Inspection and Copies of Records. City shall make available, without charge to County, records related to the provision of services under this Agreement, for audit or otherwise, as well as records and testimony by City inspection personnel when needed in connection with litigation of land use development cases.

L. Rights to Permit Fees. City may impose permit fees specifically for the Permit Services Area to offset the actual costs of providing the services set out in this Agreement. All revenue derived from service fees within the Permit Services Area shall accrue to City.

M. Dispute Resolution. Any disputes between City and County that may arise under this Agreement shall be resolved by arbitration or by employing a private judge under an approved plan upon the written request of either party, as set out below:

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; or

2. Alternate 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.

N. 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.

O. Termination. City or County may terminate this Agreement upon 12 months written notice.

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

Q. Captions. The captions and heading 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.

R. Indemnity.

1. City shall hold harmless, indemnify and defend County, its officers, agents and employees from all liability, claims, suits, actions and other proceedings caused by or arising out of the negligence of City, its agents or employees in the performance of its obligations under this Agreement.

2. County shall hold harmless, indemnify and defend City, its officers, agents and employees from all liability, claims, suits actions and other proceedings cause by or arising out of the negligence of County, its agents or employees in the performance of its obligations under this Agreement. Additionally, County shall hold harmless, indemnify and defend City for actions related to withholding development permits or inspections on properties that are not compliant with County land use and development requirements.

S. Service Priority.

City shall give the same priority to building codes administration and enforcement in the Permit Service Area as it gives City. Such service shall conform to ORS 455.160.

T. 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.

U. County Contact.

The Director of Community Services, or his or her designee, shall represent County in all matters relating to this Agreement. For information regarding this Agreement, or for notices required under this Agreement, contact:

Multnomah County Director of Community Services

1600 SE 190th

Portland OR 97233-7233

V. City Contact.

The Community Development Director, or his or her designee, shall represent City in all matters relating to this Agreement. For information regarding this Agreement, or for notices required under this Agreement, contact:

Eric Schmidt

City of Gresham, Community Development Director

1333 N.W. Eastman Parkway

Gresham, OR 97030

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

CITY OF GRESHAM - CITY

MULTNOMAH COUNTY - COUNTY

By: \_\_\_\_\_

Erik Kvarsten, City Manager

By: \_\_\_\_\_

Jeff Cogen, Chair

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

APPROVED AS TO FORM

REVIEWED:

By: \_\_\_\_\_

Rick Faus,  
Senior Assistant City Attorney

By: \_\_\_\_\_

Lindsay Kandra,  
Attorney Assistant County