

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

**RESOLUTION NO. 2013-018**

**Authorizing the County Chair to Execute an Amendment to an Existing Intergovernmental Agreement (Contract #30145-86) with the City of Gresham for the Provisions of Building Permit Services.**

**The Multnomah County Board of Commissioners Finds:**

- a. In May 1986, the City of Gresham and Multnomah County entered into an Intergovernmental Agreement (IGA) recognizing that the most cost effective and rational method for delivery of building permit issuance and related services is through the City rather than the County. In 1990, the 1986 IGA was amended to clarify boundary issues, enforcement matters and imposition and collection of fees.
- b. The City desires to transfer building permit authority to the City of Troutdale for five properties located near the intersection of Troutdale and Sweetbriar Roads. Transferring building permit authority for the five properties requires that the IGA permit service area map be amended.
- 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) set out the scope of services provided by City to County related to building permits and other related services in the urban pockets and rural, unincorporated Multnomah County, 2) identify the unincorporated County areas for which the City shall provide building permits, 3) authorize recovery of the City costs in providing these services through imposition, collection and enforcement of building permit fees, 4) provide for the orderly transition and continuity of building permit and other related services for County lands from County to City after annexation to the City and 5) set forth the terms of liability and legal responsibilities, as well as terms by which either party can terminate the Agreement.

**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 28<sup>th</sup> day of February, 2013.**



BOARD OF COUNTY COMMISSIONERS  
FOR MULTNOMAH COUNTY, OREGON

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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**

### **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

**GRESHAM BUILDING PERMIT SERVICES AREA**

The map displays the Gresham Building Permit Services Area, which includes the cities of Gresham, Fairview, Wood Village, Troutdale, Springdale, and Corbett. The area is bounded by the Columbia River to the north and the Multnomah River to the south. Major roads shown include NE Marine Dr, NE Airport Way, NE Sandy Blvd, NE 181st Ave, NE 182nd Ave, SE Stark St, SE Division St, SE Foster Rd, SE Orient Dr, SE Kane Dr, SE Hogan Rd, SE 96th Ave, SE 100th Ave, SE 104th Ave, SE 108th Ave, SE 112th Ave, SE 116th Ave, SE 120th Ave, SE 124th Ave, SE 128th Ave, SE 132nd Ave, SE 136th Ave, SE 140th Ave, SE 144th Ave, SE 148th Ave, SE 152nd Ave, SE 156th Ave, SE 160th Ave, SE 164th Ave, SE 168th Ave, SE 172nd Ave, SE 176th Ave, SE 180th Ave, SE 184th Ave, SE 188th Ave, SE 192nd Ave, SE 196th Ave, SE 200th Ave, SE 204th Ave, SE 208th Ave, SE 212th Ave, SE 216th Ave, SE 220th Ave, SE 224th Ave, SE 228th Ave, SE 232nd Ave, SE 236th Ave, SE 240th Ave, SE 244th Ave, SE 248th Ave, SE 252nd Ave, SE 256th Ave, SE 260th Ave, SE 264th Ave, SE 268th Ave, SE 272nd Ave, SE 276th Ave, SE 280th Ave, SE 284th Ave, SE 288th Ave, SE 292nd Ave, SE 296th Ave, SE 300th Ave, SE 304th Ave, SE 308th Ave, SE 312th Ave, SE 316th Ave, SE 320th Ave, SE 324th Ave, SE 328th Ave, SE 332nd Ave, SE 336th Ave, SE 340th Ave, SE 344th Ave, SE 348th Ave, SE 352nd Ave, SE 356th Ave, SE 360th Ave, SE 364th Ave, SE 368th Ave, SE 372nd Ave, SE 376th Ave, SE 380th Ave, SE 384th Ave, SE 388th Ave, SE 392nd Ave, SE 396th Ave, SE 400th Ave, SE 404th Ave, SE 408th Ave, SE 412th Ave, SE 416th Ave, SE 420th Ave, SE 424th Ave, SE 428th Ave, SE 432nd Ave, SE 436th Ave, SE 440th Ave, SE 444th Ave, SE 448th Ave, SE 452nd Ave, SE 456th Ave, SE 460th Ave, SE 464th Ave, SE 468th Ave, SE 472nd Ave, SE 476th Ave, SE 480th Ave, SE 484th Ave, SE 488th Ave, SE 492nd Ave, SE 496th Ave, SE 500th Ave, SE 504th Ave, SE 508th Ave, SE 512th Ave, SE 516th Ave, SE 520th Ave, SE 524th Ave, SE 528th Ave, SE 532nd Ave, SE 536th Ave, SE 540th Ave, SE 544th Ave, SE 548th Ave, SE 552nd Ave, SE 556th Ave, SE 560th Ave, SE 564th Ave, SE 568th Ave, SE 572nd Ave, SE 576th Ave, SE 580th Ave, SE 584th Ave, SE 588th Ave, SE 592nd Ave, SE 596th Ave, SE 600th Ave, SE 604th Ave, SE 608th Ave, SE 612th Ave, 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Date: 11/21/2012





**CONTRACT APPROVAL FORM**  
(See Administrative Procedure #2106)

MULTNOMAH COUNTY OREGON

Contract # 30145-86

Amendment # 1

CLASS I	CLASS II	CLASS III
<input type="checkbox"/> Professional Services under \$10,000	<input type="checkbox"/> Professional Services over \$10,000 (RFP, Exemption) <input type="checkbox"/> PCRB Contract <input type="checkbox"/> Maintenance Agreement <input type="checkbox"/> Licensing Agreement <input type="checkbox"/> Construction <input type="checkbox"/> Grant <input type="checkbox"/> Revenue	<input checked="" type="checkbox"/> Intergovernmental Agreement  C-1 November 27, 1990

Contact Person Lorna Stickel Phone 3182 Date 10/19/90

Department DES Division Planning Bldg/Room

Description of Contract First Amendment of the Gresham IGA on Building Permits to clarify language on roles in zoning enforcement, services to the whole Pleasant Valley unincorporated area, fees for zoning review, and revises payment formulas, that it works for as many years as the parties desire the service.

RFP/BID # NA Date of RFP/BID  Exemption Exp. Date

ORS/AR #  Contractor is ☐ MBE ☐ WBE ☐ QRF

Contractor Name City of Gresham  
Billing Address Management Services Dept.  
1 NE Hood Avenue, Suite 100, Gresham, 97030

Phone 669-2302

Employer ID # or SS #

Effective Date Upon Passage

Termination Date None

Original Contract Amount \$ 46,115 (86/87)

Amount of Amendment \$ None

Total Amount of Agreement \$

**Payment Term**

☐ Lump Sum \$

☐ Monthly \$

☐ Other \$

☐ Requirements contract - Requisition required.

Purchase Order No.

☐ Requirements Not to Exceed \$

**REQUIRED SIGNATURES:**

Department Manager [Signature]

Date 11-1-90

Purchasing Director  
(Class II Contracts Only) [Signature]

Date

County Counsel [Signature]

Date 11/1/90

County Chair/Sheriff [Signature]

Date 11/27/90

VENDOR CODE				VENDOR NAME				TOTAL AMOUNT \$			
LINE	FUND	AGENCY	ORGANIZATION	SUB ORG	ACTIVITY	OBJECT	SUB OBJ	REPT CATEG	LGFS DESCRIPTION	AMOUNT	INC/ DEC IND
01.											
02.											
03.											

INSTRUCTIONS ON REVERSE SIDE

WHITE - PURCHASING CANARY - INITIATOR PINK - CLERK OF THE BOARD GREEN - FINANCE

11/27/90

AMENDMENT TO THE GRESHAM IGA ON BUILDING PERMITS

First Amendment to Intergovernmental Agreement on Transition of  
Building Permit Services

THIS AMENDMENT to the June 19, 1986 "Intergovernmental Agreement - Transition of Building Permit Services" is entered into under the authority of Chapter 190 of the Oregon Revised Statutes by the CITY OF GRESHAM, a municipal corporation (City), and the COUNTY OF MULTNOMAH (County).

**The Parties Find:**

1. The City of Gresham and Multnomah County have had an Intergovernmental Agreement for the City to perform certain building permit services for Multnomah County since June, 1986 when large areas of unincorporated Multnomah County existed in both the urban and rural areas, and
2. The City has annexed a majority of the urban area population within the mutually agreed upon urban services boundary while the rural area population has increased slightly, and
3. The annual payment adjustment formula contained in Section II, Subsection F was not designed to function beyond the first two years of the agreement, and
4. The need for Gresham Building Permits services continues to exist in the rural portions of the unincorporated County.
5. Section II, Subsection D-5 relates to fees for services that are not part of the functions transferred in Section II, Subsection C-9 related to zoning reviews.
6. Section II, Subsection E-1 also refers to the initial payment as including services not transferred in Section II, Subsection C-9 related to zoning enforcement.
7. There has been confusion over the building permit services provided in the Pleasant Valley area and at this time under an informal agreement, Gresham is now servicing all of the unincorporated area in Pleasant Valley. The parties wish to formalize this arrangement by using the boundary adopted by Multnomah County on February 5, 1987 and by Portland on December 24, 1986 in an amendment to the Urban Area Planning Agreement as the western boundary for Gresham Permit Services.
8. The parties desire to amend the Agreement as set forth herein.

**THEREFORE, the Parties agree as follows:**

**A. Section II, Subsection B is amended to read as follows:**

**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 Permit Service Area east boundary except that portion of unincorporated County situated north of N.E. Glisan Street between the City boundary and the Sandy River referred to as the City of Troutdale Permit Service Areas, as shown in Exhibit A as amended by Exhibit A-1.

**B. Section II, Subsection D-5 is amended to read as follows:**

**5. Zoning inspection fees described in County Code 5.10.255.**

**C. Section II, Subsection E-1 is amended to read as follows:**

**1. The County shall transfer to the City by August 1, 1986, \$46,115 for fiscal year 1986/87. This sum and future allocations not covered by permit fees, provide for building and zoning investigation and building enforcement of the Multnomah County Specialty Construction Codes, with the exception of legal actions which will remain with the County, within the Permit Service Area.**

**D. Section II, Subsection F, parts 1 and 2 are amended to read as follows:**

**1. The Permit service area population for both urban and rural areas as of January 1, 1986 is calculated to be 32,315.**

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

**A = Planning Service Area population January 1, 1986 of 32,315.**

**B = Planning Service Area population officially annexed since January 1, 1986 to the end of the calendar year prior to the current payment period.**

**C = Cumulative percentage change in CPI-W since 1986/87.**

**P1 = \$46,115 (1986/87 payment)**

P2 = Annualized County payment for the current  
fiscal year calculated as follows:  
 $P2 = P1[(A-B)/A]C$ .

3. The P Amount actually paid to the City is dependant  
on a full year of service, otherwise the payment will be  
adjusted to reflect the number of months of service  
needed.

Dated this 27<sup>th</sup> day of November, 1990.

CITY OF GRESHAM

BOARD OF COUNTY COMMISSIONERS  
MULTNOMAH COUNTY

By Gussie McRobert  
Gussie McRobert, Mayor

By Gladys McCoy  
Gladys McCoy, Chair

Date: 11/27/90

Date: 11/27/90

APPROVED AS TO FORM:

REVIEWED:  
Laurence Kressel  
County Counsel

By Thomas Sponsler  
Thomas Sponsler  
City Attorney

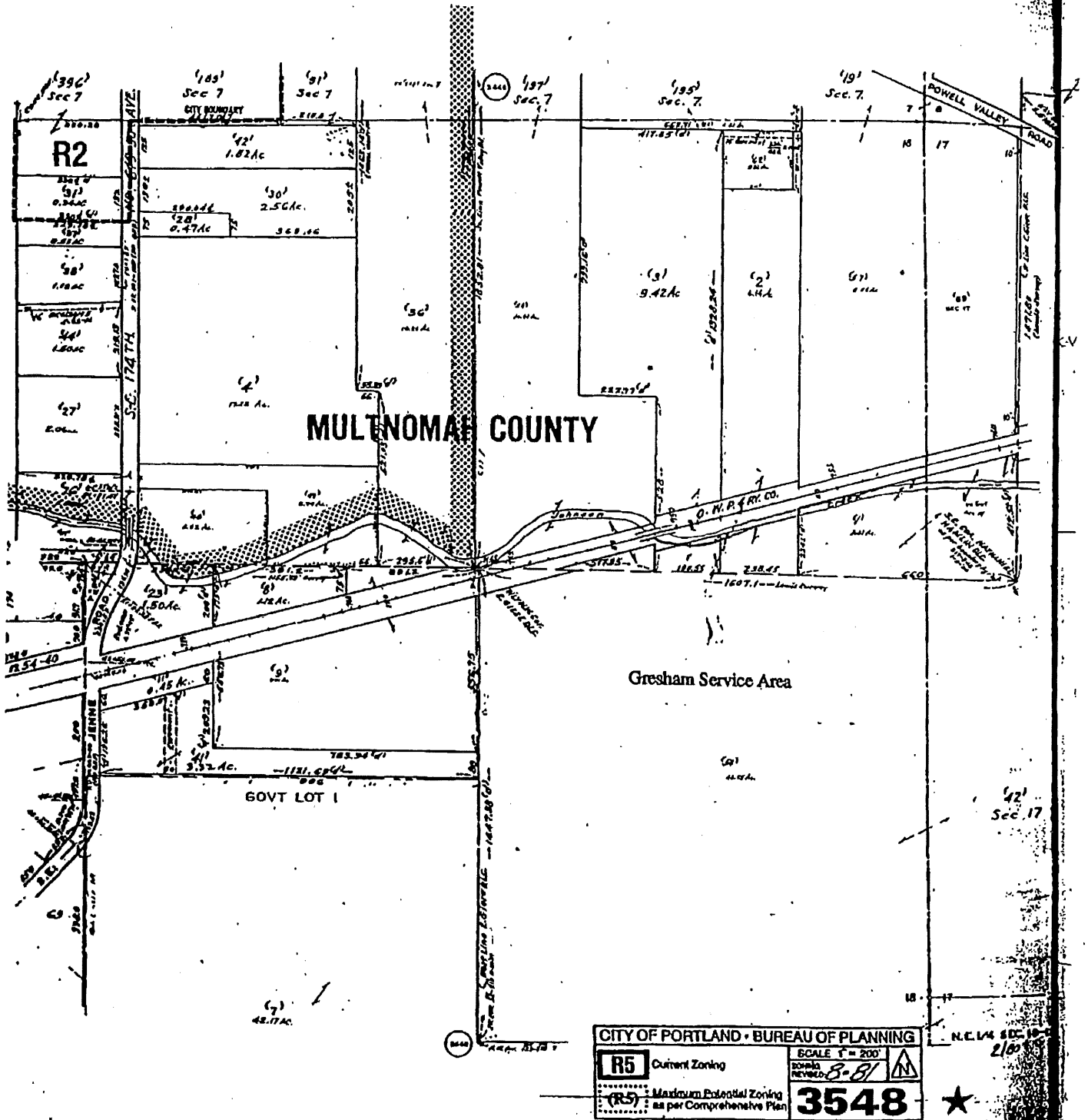
By John L. DeBay

**RATIFIED**

Multnomah County Board  
of Commissioners

November 27, 1990

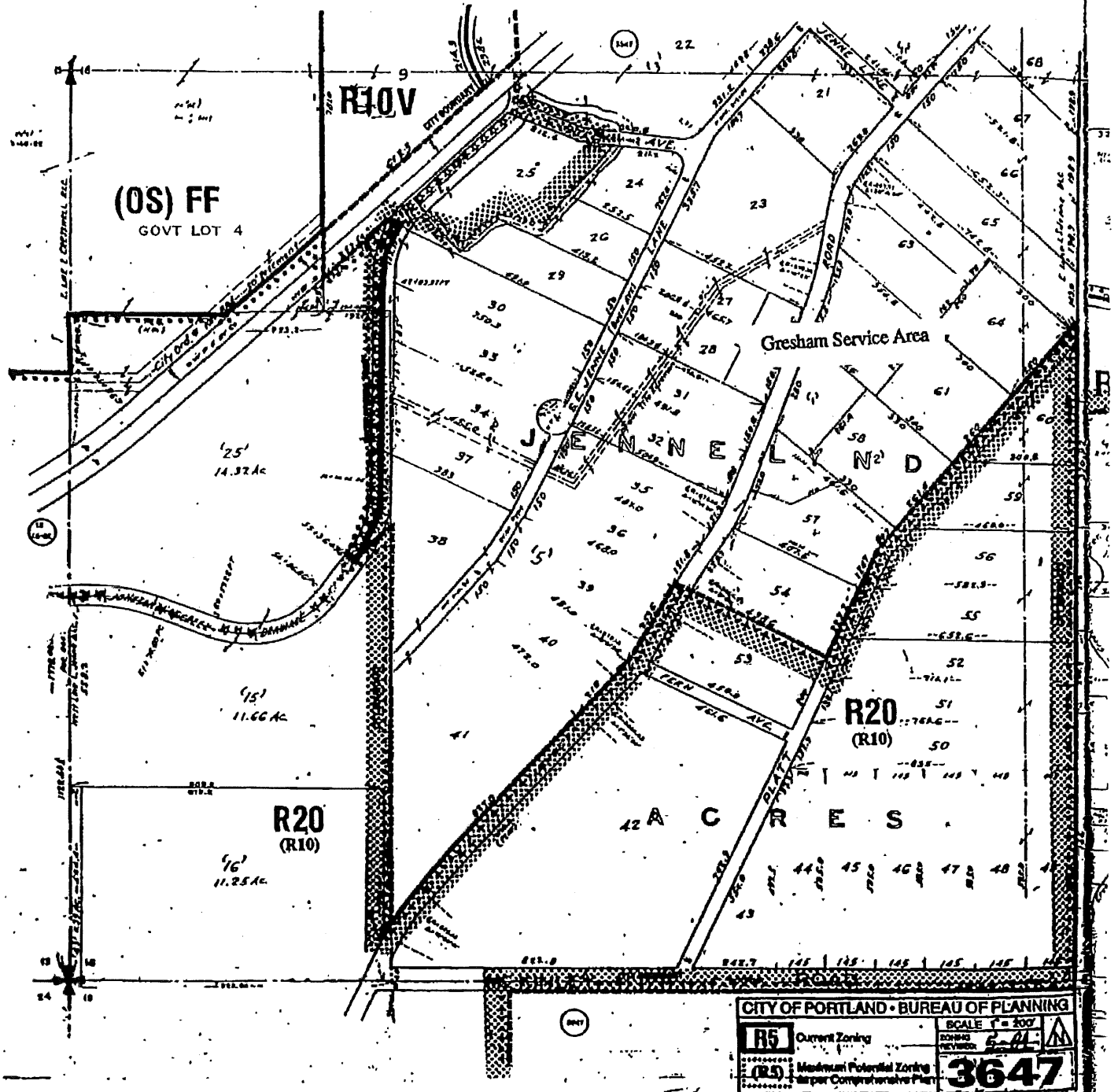
Exhibit A-1 to the Gresham/Multnomah  
County IGA on Building Permit Services

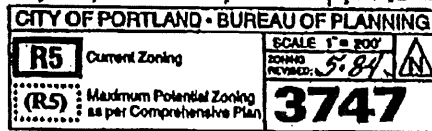




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Exhibit A-1 to the Gresham/Multnomah  
County IGA on Building Permit Services





### Gresham Service Area

**MULTNOMAH COUNTY**

<b>R5</b>	Current Zoning	S.W.	SECTION 7, 200'	
(R5)	Maximum Potential Zoning as per Comprehensive Plan		4-82	
			<b>3847</b>	

SW 1/4 Sec 19. 15. 38





## INTERGOVERNMENTAL AGREEMENT

## Transition of Building Permit Services

THE CITY OF GRESHAM 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 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 "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 Development 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 will soon annex substantially all of the urban unincorporated areas of the County within the City's 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 east of the City of Portland Permit Service Area east boundary except that portion of unincorporated County situated north of N.E. Glisan Street between the City boundary and the Sandy River, referred to as the City of Troutdale Permit Service Area, 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 Services 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, \$46,115 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.F.

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.

P<sub>1</sub> = Annual County payment for fiscal  
year 1986/87.

P<sub>2</sub> = 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 discuss 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. The County is not the agent for the City for any purposes under this Agreement.

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. The City is not the agent for the County for any purposes under this Agreement.

I. Service Priority.

For service fees received and County payments, the City shall give the same priority to building code administration and enforcement in the Permit Service Area as it gives in 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 the Permit Service Area.

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:

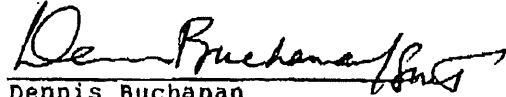
CITY OF GRESHAM

MULTNOMAH COUNTY

By

  
Margaret Weill  
Mayor

By

  
Dennis Buchanan  
County Executive

Date

6-14-86

Date


5/5/86

APPROVED AS TO FORM

By

  
Thomas Sponsler  
City Attorney

By

  
Peter Kasting  
Assistant County Counsel

2830C/jdm

INTERGOVERNMENTAL AGREEMENT - Permit Services - 8

Exhibit A-1 to the Gresham/Multnomah  
County IGA on Building Permit Services

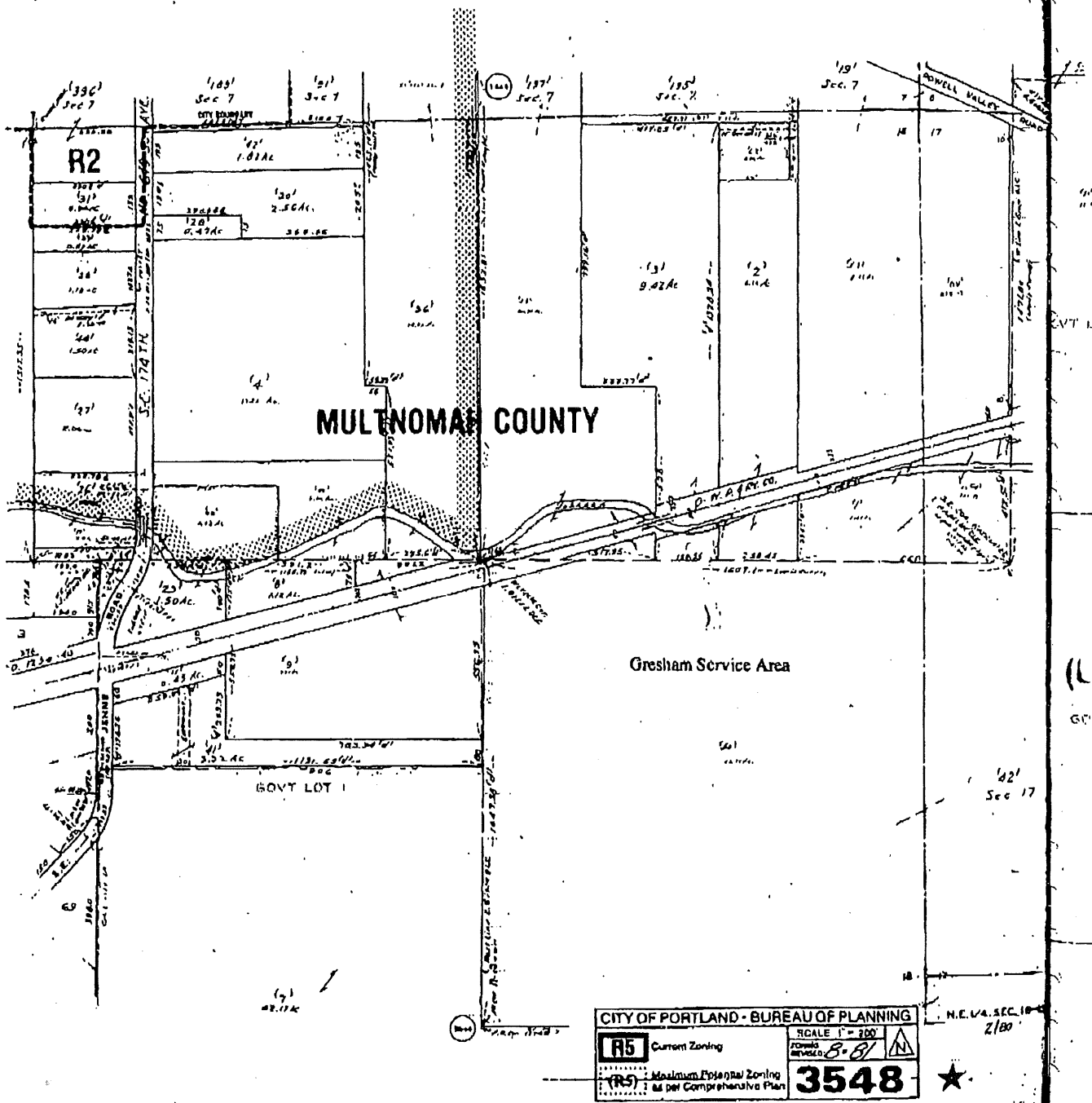


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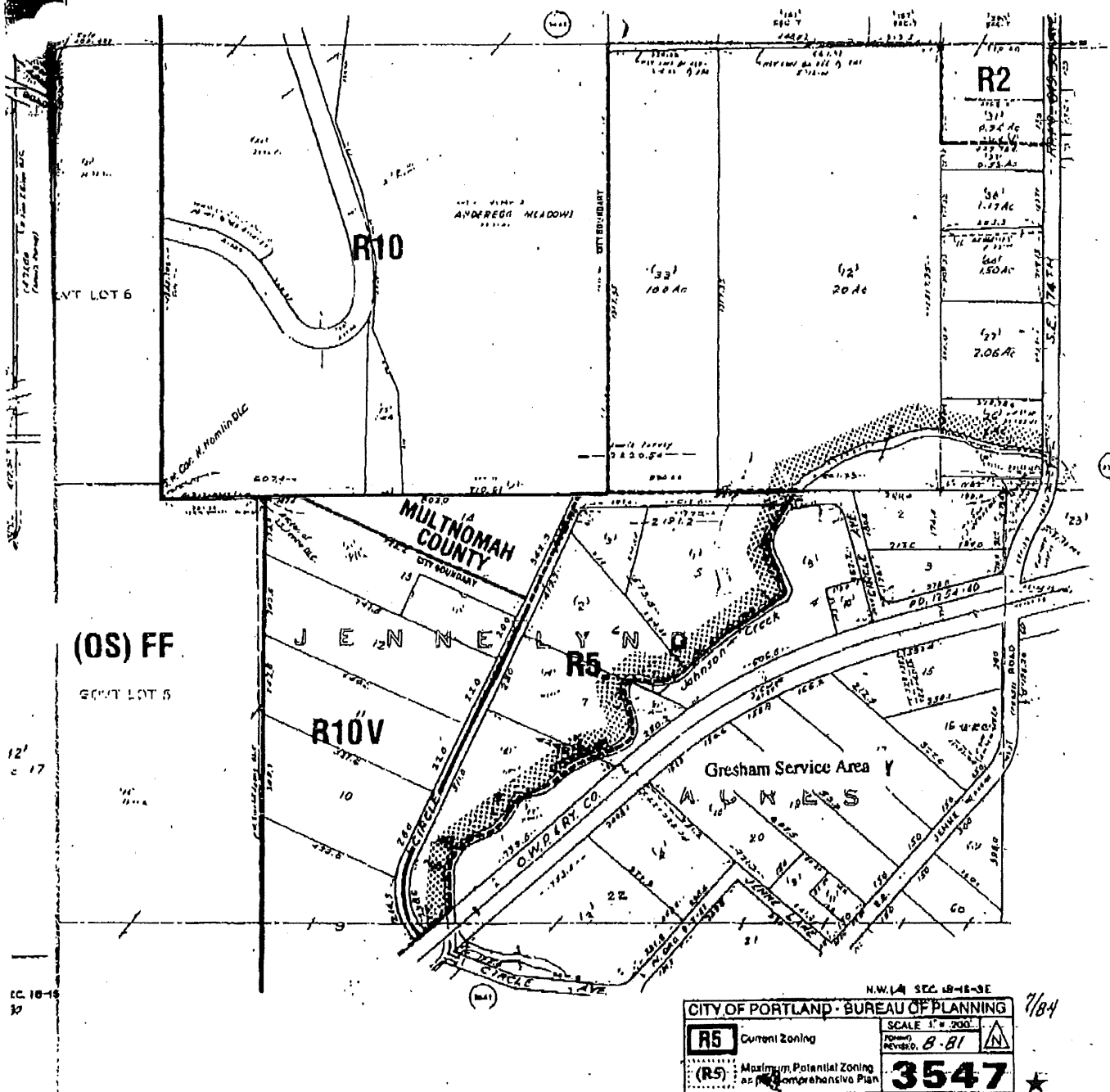




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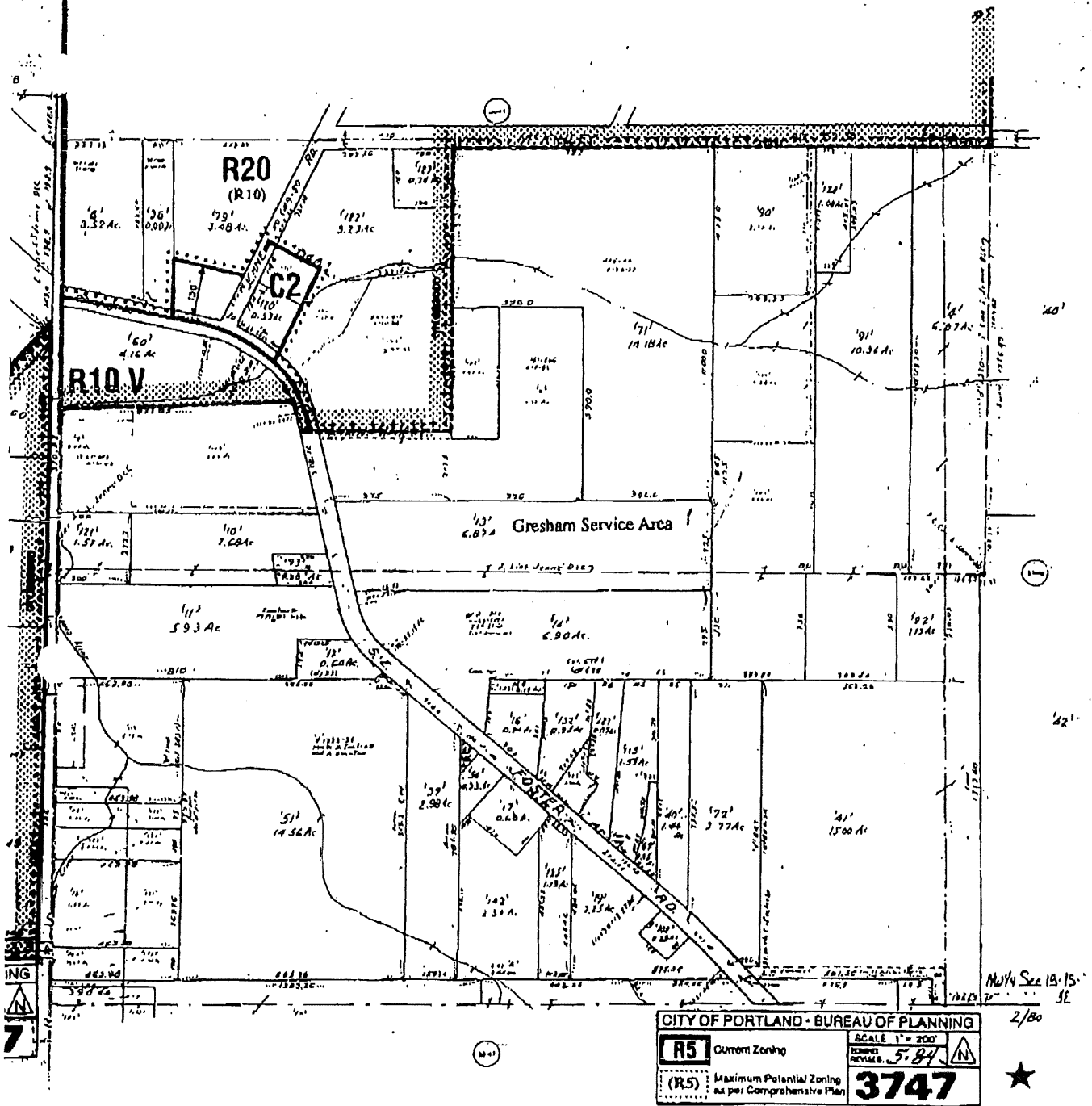


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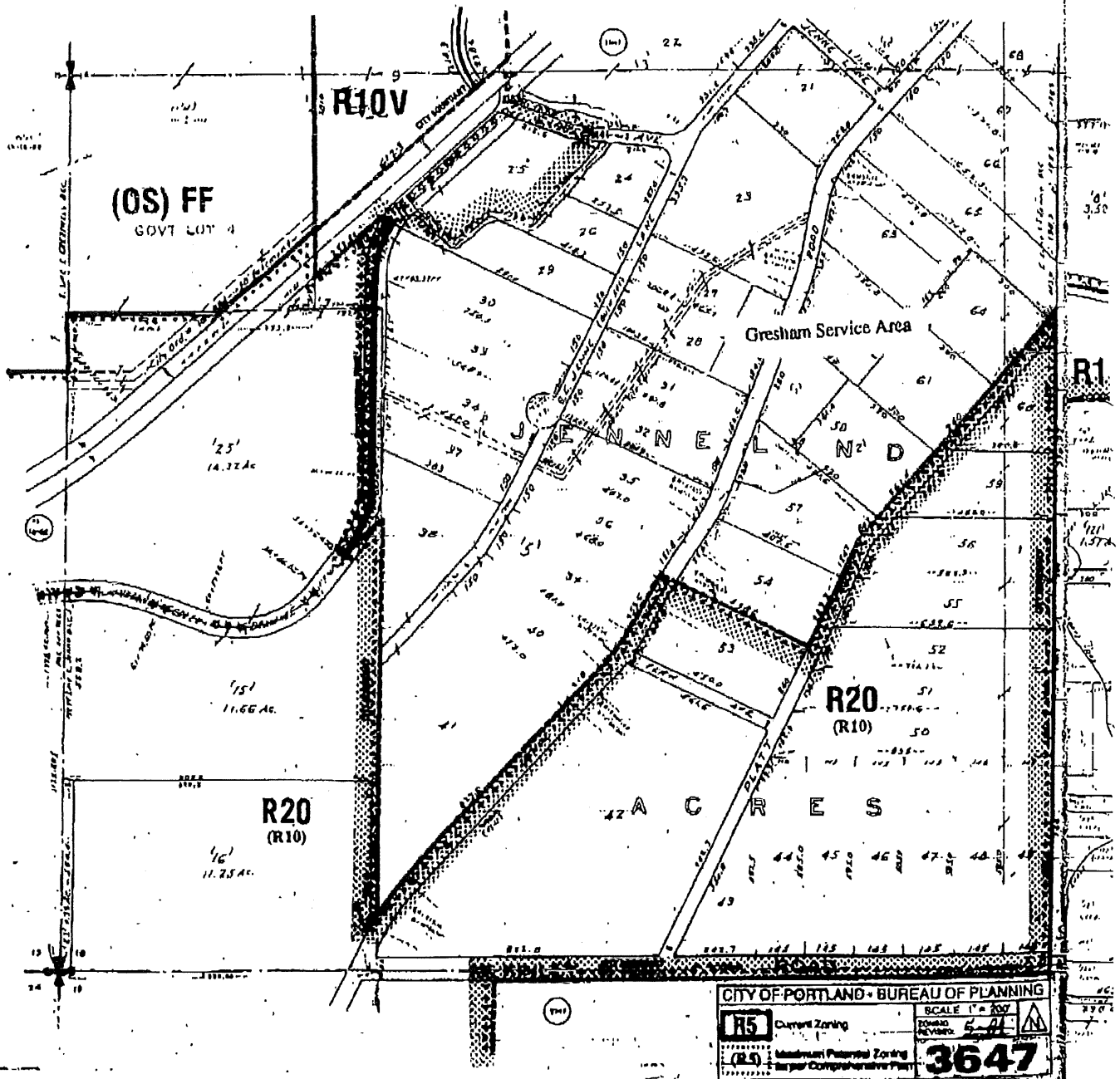


Exhibit A-1 to the Gresham/Multnomah  
County IGA on Building Permit Services

