

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 for the City of Maywood Park 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 of Troutdale".

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

ORS 455.148(5) delegates building permit service responsibility to the county within which a city is located when a city does not administer building permit services; and

The City of Maywood Park does not administer a building permit program and desires the City of Troutdale to provide building permit, inspection and enforcement services within the City of Maywood Park; and

The City of Maywood Park is located in Multnomah County and therefore the County is the default provider of building permit, inspection and enforcement services; and

The City of Troutdale and the County find that the most cost effective and rational method for delivery of building permit, inspection and enforcement services to the City of Maywood Park is through the City of Troutdale's Building Division; and

It is in the public interest for the City of Troutdale and the County to plan together for the orderly transfer of building permit, inspection and enforcement services for the City of Maywood Park from the County to the City of Troutdale; and

ORS 190.010 to 190.030 provide for intergovernmental agreements between units of local government, including the City of Troutdale 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;

The County desires to enter into an intergovernmental agreement with the City of Troutdale to allow the City of Troutdale to provide building permit, inspection and enforcement services within the City of Maywood Park on behalf of the County; and

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

- I. PURPOSE: The general provisions of this Agreement are:
 - A. To provide for an orderly transition of all building permit, inspection and enforcement services for the City of Maywood Park from the County to the City of Troutdale.
 - B. To set forth terms of the City of Troutdale's and the County's liability and legal responsibilities.
- II. TRANSFER OF FUNCTIONS
 - A. Effective Date. Transfer from the County to the City of Troutdale of the responsibilities, obligations, and materials described below shall occur on September 14, 2011.
 - B. Permit Service Area. The area covered by this agreement shall be known as the Permit Service Area and shall include the City of Maywood Park.
 - C. Functions Transferred. Effective September 14, 2011, the City of Troutdale shall provide the following services within the Permit Service Area:
 - 1. Administer the Oregon Structural Specialty Code.
 - 2. Administer the Oregon Mechanical Specialty Code.
 - 3. Administer the Oregon Electrical Specialty Safety Code.
 - 4. Administer the Oregon Plumbing Specialty Code.

5. Administer the Oregon Manufactured Dwelling Code and Oregon Park and Camp Code.
 6. Administer any applicable City of Troutdale building codes not captured above.
- D. Rights to permit fees. After September 14, 2011, all revenue derived from service fees within the Permit Services Area from the sources listed below shall accrue to the City of Troutdale.
1. Building Code fees as set forth in the specialty codes of the State of Oregon, and/or
 2. Fees described in City of Troutdale's Building Code.

III. GENERAL TERMS

- A. Dispute Resolution. Any disputes between the City of Troutdale and the 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.
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. 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.
- B. Non-Appropriation Clause. This agreement is subject to future appropriations by any future City of Troutdale City Council or Board of County Commissioners.
- C. 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.

- D. Termination. This Agreement shall continue indefinitely unless terminated by mutual written consent of the parties.
- E. Amendments. This Agreement may be amended by mutual agreement of the parties.
- F. 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.

G. Indemnity.

1. Subject to the provisions of the Oregon Constitution and the Oregon Tort claims Act, The City of Troutdale 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 of Troutdale, its agents or employees in the performance of its obligations under this Agreement.
2. Subject to the provisions of the Oregon Constitution and the Oregon Tort claims Act, The County shall hold harmless and indemnify the City of Troutdale, 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 contract.

H. Service Priority.

The City of Troutdale shall give the same priority to building code administration and enforcement in the City of Maywood Park as it gives the City of Troutdale.

Such Service shall conform to ORS 455.160.

I. Cooperation Regarding Ordinance Amendments.

The City of Troutdale and County recognize the need to continually improve efficiency and uniformity in code administration and shall cooperate to consider revising City of Troutdale building code related ordinances and to consider adjusting service fees to achieve efficiency and uniformity.

J. Service Coordination.

The Director of Community Services, or designee, shall represent the County in all matters of service coordination with the City of Troutdale regarding the City of Maywood Park.

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:

MULTNOMAH COUNTY, OREGON:

CITY OF TROUTDALE:

County Chair or Designee:

Date:

Dept Director or Designee:



Date: 8/30/11

Signature:

Print Name:

Title:

Date:

HENRY H. LAZENBY, JR,
COUNTY ATTORNEY FOR MULTNOMAH COUNTY

Approved as to form by:

By
Assistant County Attorney

Date:

Date:
