

RESOLUTION NO. 1119

A RESOLUTION OF THE CITY OF CANBY, (CITY) OREGON APPROVING AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH CLACKAMAS COUNTY BUILDING CODES DIVISION TO PROVIDE GRADING, BUILDING INSPECTION, PLAN REVIEW AND PERMITTING SERVICES FOR THE CITY OF CANBY.

WHEREAS, the City desires to enter into an intergovernmental agreement (IGA) with Clackamas County Building Codes Division ("BCD") to provide for grading, building inspection, plan review and permitting services for the City of Canby under the authority of ORS 190.010; and.

WHEREAS, the City and BCD have negotiated an appropriate IGA that addresses the services to be provided, the term of the IGA, revenue sharing between the parties, and various respective duties and responsibilities of the parties; and

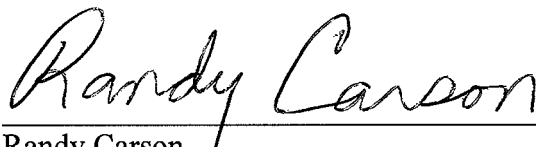
WHEREAS, the City believes it is in the City's best interest to enter into the proposed IGA, now therefore

IT IS HEREBY RESOLVED by the City of Canby as follows:

The Canby City Council approves the IGA between the City and Clackamas County, identified as Exhibit "A" to this Resolution, and hereby authorizes that City Administrator to execute the IGA on behalf of the City.

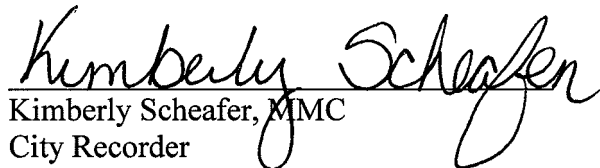
This resolution will take effect on December 7, 2011.

ADOPTED this 7th day of December 2011 by the City of Canby City Council.



Randy Carson
Mayor

ATTEST:



Kimberly Scheafer, MMC
City Recorder

INTERGOVERNMENTAL AGREEMENT BETWEEN CLACKAMAS COUNTY AND THE CITY OF CANBY

December 15th, 2011

This is an intergovernmental agreement ("Agreement"). It is for grading, building inspection, plan review, and permitting services. It is between Clackamas County, operating by and through its Building Codes Division ("BCD") and the City of Canby ("City"). It is done under the authority of ORS 190.010, 190.110, and similar statutes. Under the terms of this Agreement, the BCD shall provide grading, building inspection, plan review, and permitting services to the City under certain conditions and receive a portion of the fees, as set out below.

I. Term of the Agreement.

- A. This Agreement shall become effective on the date it is executed. It shall continue in force and effect through December 31, 2013.
- B. It may be renewed for a third, twelve month term expiring December 31, 2014. The third term shall automatically commence unless notice that the Agreement shall not be renewed is given on or before October 1, 2013.
- C. This Agreement may be terminated, with or without cause and at any time, by any party upon 90 days written notice to the other party.
 1. In the event that this Agreement is terminated, BCD shall complete the work for which it has been compensated, unless other arrangements are agreed to by the parties.
 2. A termination of this Agreement shall not affect a party's continuing rights under this Agreement, including-
 - a. A party's right to receive any reimbursement for any claims agreed to be paid prior to the termination; and
 - b. Rights to indemnification under Section VI D below.

II. Scope of Services: Nothing in this Agreement shall be construed as an assumption of the City's building and mechanical permitting programs by BCD. The City shall retain full responsibility for these programs.

III. Revenue Sharing: For permits subject to the provisions of this Agreement and issued after the Agreement's effective date, BCD and the City shall share collected permit revenues in accordance with the following schedule. Collected plan review fees are not subject to the revenue sharing provision.

BCD and the City reserve the right to subsequently revise the schedule. The schedule may not be revised before April 2, 2012. Any revision of the schedule shall be done in order to ensure that it reflects the respective costs of BCD and the City.

A. BCD retention: 88% of permit fees collected.

B. City retention: 12% of permit fees collected.

IV. BCD and City Responsibilities.

A. BCD Responsibilities: BCD shall provide all building and mechanical permitting, related plan reviews, and inspections services. Additionally, BCD shall provide grading permitting, related plan reviews, and inspection services. Where required, BCD shall provide fire and life safety plan reviews.

1. BCD shall use the City's fee structure for all grading, building, mechanical, standard plan reviews, and fire and life safety permits.
2. BCD shall maintain an automated, daily inspection request system, currently Selectron Interactive Voice Response (IVR). Maintenance of the IVR shall be done at no cost to the City.
3. BCD shall create and maintain permit compositions within its permitting software, currently Accela Permits Plus, for each permit type within the scope of this Agreement. Permit compositions shall be done at no cost to the City.
4. During BCD's normal business hours, BCD shall provide daily construction inspections for all inspections requested before 6:00 a.m. on the day the inspection is desired.
5. During BCD's normal business hours, BCD shall provide plan reviews for all permits requiring such reviews in accordance with its adopted Operating Plan on file with the State of Oregon Building Codes Division. BCD shall at all times provide a copy of its current Operating Plan to the City.
6. BCD shall assign one building inspector and one plans examiner as the primary contact for all permits subject to the terms of this Agreement for a period of 120 days in order to ensure that there is a single point of contact in each service area for consistency and to ensure that BCD may effectively learn the City's development services operation. After 120 days the County

may introduce additional personnel, however there shall be no charge to the City for any related training.

7. For permits falling within the scope of this Agreement, BCD shall collect all required state surcharges on behalf of the City and distribute the collected surcharges to the State of Oregon Building Codes Division on a monthly basis, as required by law. BCD shall provide a report to the City outlining the permits issued that are subject to the surcharge and the amount of surcharge collected on behalf of the City on a monthly basis.
8. For permits falling within the scope of this Agreement, BCD shall collect all required School District Construction Excise Taxes on behalf of the City and shall distribute the collected tax to the appropriate school district on a quarterly basis, in accordance with Oregon statute. BCD shall provide a report to the City outlining the permits issued that are subject to the tax and the amount of tax collected on behalf of the City on a quarterly basis. BCD shall retain 4% of the collected tax to offset the costs of collection and reporting, consistent with the statute.

B. City Responsibilities.

1. The City shall in all ways cooperate with BCD in the expeditious transfer of responsibilities and performance of duties set out in this Agreement.

V. Liaison

- A. BCD Liaison: The Clackamas County Building Official.
- B. City Liaison: The Canby Planning Director.
- C. Any notice required or permitted under this Agreement shall be given to the above named individuals and shall become effective when actually delivered or forty eight (48) hours after its deposit in the United States mail addressed to such address as may be specified from time to time by a Party or Parties in writing.

VI. General Provisions

- A. This Agreement may not be assigned.

- B. The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by a written instrument signed by both parties
- C. This is not a joint venture, partnership, or common enterprise between the City and BCD. BCD shall have the status of an independent contractor with respect to its services under this Agreement. No party or its employees is entitled to participate in any pension plan, insurance, bonus, or similar benefits provided by another party.
- D. To the extent permitted by law under the Oregon Constitution and statutes, BCD and the City shall each indemnify and defend the other, its officers, agents, and employees from any claim, loss, or liability arising out of or related to any activity of that party caused by the negligence or act of that party. BCD and the City shall have no liability to the other for any injury, loss, or damage caused by third parties. Each party agrees to maintain insurance levels, or self-insurance in accordance with ORS 30.282, for the duration of the Agreement at levels necessary to protect against public body liability as specified in ORS 30.270.
- E. This document embodies the entire Agreement and understanding between the parties hereto and supersedes all prior understandings relating to the subject matter hereof.
- F. Both parties and their duly authorized representatives shall have access to the books, documents, papers, and records which are directly pertinent to the specific Agreement for the purpose of making audit, examination, excerpts, and transcripts.
- G. In case any one or more of the provisions contained in this Agreement should be invalid, illegal, or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be effected or impaired thereby.
- H. Each party shall give the other immediate written notice of any action or suit filed or any claim made against that party which may result in litigation in any way related to this Agreement.
- I. This Agreement is expressly subject to the debt limitation of Oregon counties set forth in Article XI, Section 10 of the Oregon Constitution, and is contingent upon funds being appropriated therefore.
- J. Any dispute between the parties shall be resolved first by mediation, and next by action of the Circuit Court of the State of Oregon for the County of Clackamas.

WHEREAS, all the aforesaid is hereby agreed and executed by the duly authorized signatures below.

"CITY"

Randy Carson
Randy Carson
Mayor

Kimberly Schaefer
Kimberly Schaefer, MMC
City Recorder

12-7-11
Date

"BCD"
BOARD OF COMMISSIONERS
CLACKAMAS COUNTY

Walter Pelt
Chair

Mary Raethke
Mary Raethke, Recording Secretary

12-15-2011 B.I.
Date