

W. 3. B. 2.

**ABBREVIATED CONSENT CALENDAR MEMO**

Memorandum Date: May 21, 2007

Order Date: June 6, 2007

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TO: Board of County Commissioners

DEPARTMENT: Assessment and Taxation

PRESENTED BY: Anette Spickard, Assessor

**AGENDA ITEM TITLE:** IN THE MATTER OF DELEGATING AUTHORITY TO THE COUNTY ADMINISTRATOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT CONTRACT AMENDMENT #1, BETWEEN THE DEPARTMENT OF CONSUMER AND BUSINESS SERVICES (DCBS), BUILDING CODES DIVISION AND LANE COUNTY TO ACCEPT APPLICATIONS AND FEES FOR OWNERSHIP DOCUMENT TRANSACTIONS AND TRIP PERMITS AS AN AGENT OF THE DCBS.

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I. MOTION: MOVE TO APPROVED DELEGATION OF AUTHORITY TO COUNTY ADMINISTRATOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT CONTRACT AMENDMENT #1, BETWEEN THE DEPARTMENT OF CONSUMER AND BUSINESS SERVICES (DCBS), BUILDING CODES DIVISION AND LANE COUNTY TO ACCEPT APPLICATIONS AND FEES FOR OWNERSHIP DOCUMENT TRANSACTIONS AND TRIP PERMITS AS AN AGENT OF THE DCBS.

II. DISCUSSION

A. Background/Analysis

In November of 2005, the county entered into an agreement with the Department of Consumer and Business Services (DCBS), Building Codes Division in accordance with ORS 446.646(3) so the county could carry out functions related to manufactured structure ownership documents and trip permits as an agent of the DCBS.

The original agreement was part of the transition from the Department of Motor Vehicles to the DCBS to process ownership documents and trip permits. It expires on June 30, 2007.

Lane County Assessment and Taxation began acting as an agent for the DCBS in May of 2005 under the authority of the above-referenced statute while the Assessor's association negotiated the details of the original contract. The effective date of the statute was May 1, 2005 and we received extensive training and technical assistance to implement the LOIS system (an electronic system used to track all transactions associated with manufactured structure ownership and movement), and set up collection procedures. The county receives a processing fee for the services of accepting applications, collecting DCBS fees, and maintaining all fiscal records relating to manufactured structure ownership documents and trip permits.

All of the Oregon counties are participating as agents of the DCBS for the purposes of accepting ownership documents and trip permits. There are quarterly technical group meetings organized by the Department of Revenue, in conjunction with the DCBS, which allow information exchanges and discussion of future areas for process improvement.

#### B. Recommendation

I recommend approving the execution of the Intergovernmental Agreement with the DCBS, Building Codes Division and delegating authority to sign the two year contract extension to the County Administrator.

The original contract terms stated the contract could be extended for one or two year increments, with the current effective date expiring June 30, 2007. The current amendment #1 (90G000081) would extend the contract expiration date to June 30, 2009.

### III. ATTACHMENTS

1. Board Order No. \_\_\_\_\_ with Exhibit A
2. Original Intergovernmental Agreement between DCBS and Lane County.

**IN THE BOARD OF COUNTY COMMISSIONERS OF Lane County, OREGON**

**ORDER NO.**

**IN THE MATTER OF DELEGATING AUTHORITY TO THE COUNTY ADMINISTRATOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT CONTRACT AMENDMENT #1, BETWEEN THE DEPARTMENT OF CONSUMER AND BUSINESS SERVICES (DCBS), BUILDING CODES DIVISION AND LANE COUNTY TO ACCEPT APPLICATIONS AND FEES FOR OWNERSHIP DOCUMENT TRANSACTIONS AND TRIP PERMITS AS AN AGENT OF THE DCBS.**

**THIS MATTER** having come before the Board of County Commissioners for approval of an Amendment to an Intergovernmental Agreement between Department of Consumer and Business Services (DCBS), Building Codes Division and Lane County to accept applications and fees for ownership document transactions and trip permits as an agent of the DCBS.

**WHEREAS**, Lane Manual 21.145 requires delegation of authority for contracts that are amended or modified, per LM 21.147.

**WHEREAS**, the term of the base contract began November 1, 2005 and will end June 30, 2007. This order extends the contract through June 30, 2009.

**IT IS HEREBY ORDERED** that the Board of County Commissioners delegate authority to the County Administrator to execute the Intergovernmental Agreement between the DCBS, Building Codes Division and Lane County to accept applications and fees for ownership document transactions and trip permits as an agent of the DCBS, in substantial conformity with the attached Exhibit "A".

Signed this \_\_\_\_ day of June, 2007

APPROVED AS TO FORM

Date 5-27-07 lane county

  
\_\_\_\_\_  
OFFICE OF LEGAL COUNSEL

\_\_\_\_\_  
Faye Stewart, Chair  
Lane County Board of Commissioners

AMENDMENT #1 TO 90G000081  
INTERGOVERNMENTAL AGREEMENT CONTRACT

1. This agreement is between the State of Oregon acting by and through its Department of Consumer and Business Services, Building Codes Division, hereafter called the Agency, and Lane County, hereafter County.

2. The Contract is hereby amended as follows (new language is indicated by underlining and deleted language is indicated by brackets):

**II. Terms of Agreement:**

This agreement becomes effective November 1, 2005 or when all parties have signed the Agreement and all necessary approvals have been obtained, whichever date is later. This Agreement shall remain in effect until ] June 30, 2009.

Deleted: [June 30, 2007]

3. Except as expressly amended above, all other terms and conditions of original contract are still in full force and effect. Contractor certifies that the representations, warranties and certifications contained in the original Contract are true and correct as of the effective date of this Amendment and with the same effect as though made at the time of this Amendment.

**CONTRACTOR**

By: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

Federal Tax ID#: \_\_\_\_\_ - \_\_\_\_\_

Phone number: \_\_\_\_\_

**AGENCY**

Authorized  
Signature: \_\_\_\_\_ Title: Deputy Administrator Date: \_\_\_\_\_

Agency Signature: \_\_\_\_\_ Title: Contract Officer Date: \_\_\_\_\_

INTERGOVERNMENTAL AGREEMENT  
DEPARTMENT OF CONSUMER AND BUSINESS SERVICES  
AND  
LANE COUNTY, OREGON

This intergovernmental agreement ("Agreement") is between the State of Oregon, Department of Consumer and Business Services ("Department") and Lane County, a political subdivision of the State of Oregon ("County"). This Agreement is made pursuant to ORS 190.110 and ORS 446.646. Whereas beginning May 1, 2005, pursuant to ORS 446.646, a county "carrying out functions under ORS 446.566 to ORS 446.646 related to manufactured structure ownership documents and trip permits is an agent of Department with regard to those functions;"

Whereas, pursuant to ORS 446.646(2), the Department is authorized to adopt appropriate fees to cover the cost of such services by Department and by County as agent for Department;

Whereas Department has developed the LOIS system as an electronic system to track all transactions associated with manufactured structure ownership and movement; and

Whereas County and Department seek to work together to process ownership document and trip permit applications for manufactured structures and to cooperate in the collection and allocation of fees for such services.

Therefore, Department and County agree to the following terms and conditions:

**I. Work to be Accomplished:**

1. County, on behalf of Department, will accept applications and fees for ownership document transactions and trip permits. County agrees to charge the fees listed in ORS 446.646 or, if Department adopts an administrative rule amending these fees, to charge the fees listed in the administrative rule. County shall not refund fees that it has received.
2. County agrees to use the LOIS computer system to enter all ownership document transaction and trip permit information fields necessary to complete the transaction in the LOIS system within a reasonable time following receipt of the application for an ownership document or trip permit by County.
3. Department agrees to pay County a processing fee for ownership document transactions as established in Attachment A of this Agreement, which is incorporated by reference herein. County will remit to Department the amount of the fee received by County, less the amount allocated to County in Attachment A. County will retain all monies collected for trip permits. County will remit payment for all ownership document transactions to Department no later than the 15<sup>th</sup> of the calendar month following the month in which the transactions were made. Monthly remittances must equal County's liability listed in Department's Monthly Transaction Summary Report, which will be available at the close of business each month in the LOIS system. If the report is not available at the close of business, County may remit payment 15 days after the report is made available. County shall remit the total amount due to Department in the form of a check, credit card payment, cash, or transfer through the Oregon State Treasury.
4. Fees listed in Attachment A are effective November 1, 2005. These fees may be adjusted upward or downward by the Department if it is determined that adjustment of a fee is appropriate. Amendments to Attachment A shall be provided 60 days before such amendments take effect.
5. County shall maintain all fiscal records relating to this Agreement in accordance with generally accepted accounting principles.

6. Department shall retain, in accordance with applicable record retention requirements, all State approved forms associated with the State's responsibility for manufactured home ownership. County shall submit records to the Department in a time frame prescribed by the Department.

7. Any error, omission, or act of negligence by County, as agent, shall be attributed to the Department, as principal.

**II. Terms of Agreement:**

This agreement becomes effective November 1, 2005, or when all parties have signed the Agreement and all necessary approvals have been obtained, whichever date is later. This Agreement shall remain in effect until June 30, 2007.

**III. Amendments:**

The term of this Agreement may be extended for time in one or two year increments. Attachment A of this Agreement may be amended as provided for in Section I, paragraph 4. Amendments to this Agreement must be in writing and signed and dated by both parties, and all necessary approvals must be obtained.

**IV. Termination:**

This Agreement may be terminated by either party with 60 days written notice. Termination of this Agreement shall be without prejudice to any rights or remedies accruing to any party prior to such termination.

LIMITATION OF LIABILITIES. NEITHER PARTY SHALL BE LIABLE FOR (I) ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES UNDER THIS AGREEMENT OR (II) ANY DAMAGES OF ANY SORT ARISING SOLELY FROM THE TERMINATION OF THIS AGREEMENT IN ACCORDANCE WITH ITS TERMS.

**V. Merger and Waiver:**

This Agreement constitutes the entire agreement between the parties and supercedes any and all prior or contemporaneous negotiations or agreements among the parties, if any, whether written or oral, concerning the subject matter of this Agreement. No waiver or consent shall bind a party except as provided in Section III above. The failure of Department to enforce any provisions of this Agreement shall not constitute a waiver of that or any other provisions.

**VI. No Third Party Beneficiaries:**

Department and County are the only parties to this Agreement and are the only parties entitled to enforce its terms. Nothing in this Agreement gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to any third person or persons unless such persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this Agreement.

**VI. Signatures**

Lane County

*William A. Vactor*

Signature

State of Oregon

Date

Department of Consumer Business Services.

William Van Vactor, County Administrator

Title

APPROVED \_\_\_\_\_

11-1-05  
*[Signature]*



**Attachment A**  
**Fee Allocation**  
**INTERGOVERNMENTAL AGREEMENT**  
**DEPARTMENT OF CONSUMER AND BUSINESS SERVICES**  
**AND**  
**Lane County, OREGON**

**Part I. Payment Provisions**

The County will accept payment on behalf of the Department for ownership document transactions and trip permits. The fee to process an ownership document (new and used) is \$55. The fee for a trip permit is \$5 per section. The County agrees to charge established Department fees. The Department agrees to allow County to retain \$30.00 for each ownership document transaction completed. The County will remit to the Department as indicated in the table below:

	<b>Statutory Fee</b>	<b>Remit to Department</b>
Ownership document transactions	\$55.00	\$25.00 per transaction
Trip Permits	\$5.00 per section	\$.00



Subject: Manufactured Structure Fee Remittance Process

Attn: Accounts Payable / Fiscal Manager

**Reporting.** Charges for manufactured structure ownership documents and trip permits will be captured in the LOIS System. Month-to-date activity can be viewed at any time by accessing the Monthly Statement of Fees Collected.

**Monthly Statement.** On the first day of each month, total fees collected the previous month and the portion due DCBS will be available for viewing and printing. Responsible County personnel should review listed transactions as soon as possible and contact Sherry Mitchell, with questions or issues regarding specific transactions and/or calculation of portion due to DCBS. All transactions and the portion, if any, due to DCBS for each will be calculated and totaled on the report. **Payments by mail must include the remittance coupon appearing at the bottom of the first page of the report.**

**Remittance Calculation.** Fees collected for trip permits are to be retained in full by the County. Individual transactions will be listed, with full fee included in County Retention column, leaving 0.00 Payable to DCBS for each permit.

<u>Transaction Date</u>	<u>Transaction Type</u>	<u>Entry Staff</u>	<u>Home ID</u>	<u>Transaction Amount</u>	<u>County Retention</u>	<u>Payable to DCBS</u>
05/01/05	TRIP PERMIT	SMITH CC	384729	5.00	5.00	0.00

Transaction listings for fees collected for **ownership documents** will include computation of portion to be retained by the County and net due DCBS for each document.

<u>Transaction Date</u>	<u>Transaction Type</u>	<u>Entry Staff</u>	<u>Home ID</u>	<u>Transaction Amount</u>	<u>County Retention</u>	<u>Payable to DCBS</u>
05/01/05	HOME CHANGE	SMITH CC	384729	55.00	30.00	25.00

**Payment Due Date.** Payments are due to DCBS no later than the 15<sup>th</sup> of the month following the month in which the ownership change transaction(s) took place: fees due DCBS for May transactions are due no later than June 15<sup>th</sup>, June transactions by July 15<sup>th</sup>, etc.

**Payment Methods.** County may remit total due to DCBS by any of the following means: check, credit card, cash or transfer through the Oregon State Treasury. Payments by mail **must** include the **remittance coupon** that appears at the bottom of the first page of the Monthly Statement of Fees Collected. **DO NOT combine this payment with any other remittance to DCBS for Local Government Surcharges, Boiler Permits, Elevator Permits, Licenses, etc.** Payments received by mail without the remittance coupon, or combined with other payment types, cannot be applied directly to the County account by Cashiering, and may be considered delinquent if manual application cannot be accomplished by the due date.

**Contact Person(s).** For program questions regarding the LOIS System, apportioning or waiving of fees, or the content of the Monthly Statement of Fees Collected, contact Sherry Mitchell, 503-373-1309. For questions regarding status of payment application, account balance, or other fiscal matters, contact Nancy Klagge, 503-373-7731, or Susie Stevens, 503-378-3302.