

THE BOARD OF COUNTY COMMISSIONERS, LANE COUNTY, OREGON

ORDER NO.) IN THE MATTER OF DELEGATING AUTHORITY
11-3-15-13) TO THE COUNTY ADMINISTRATOR TO SIGN AN
) INTERGOVERNMENTAL AGREEMENT WITH
) THE CITY OF EUGENE REGARDING BUILDING
) OFFICIAL DUTIES

WHEREAS, ORS 190.010 and the Lane County Home Rule Charter provide that units of local government may enter into agreements for the performance of any and all functions and activities that the parties to the agreement, its officers or agents, have the authority to perform; and

WHEREAS, Lane County and the City of Eugene each administer state building regulations pursuant to ORS 455.148 or ORS 455.150 and each have an appointed Building Official as provided for under those same regulations; and

WHEREAS, under the authority of ORS Chapter 190 and consistent with ORS Chapter 455, Lane County and the City of Eugene have determined that it is in their mutual interest for each to perform certain functions for the other on a non-reimbursable basis; and

WHEREAS, Lane County and the City of Eugene desire to enter into an updated agreement (replacing the previous agreement dated February 12, 1975) whereby each agrees to perform the functions of building official for the other in administering ORS Chapter 455 and the applicable County and City ordinances for certain County and City facilities as described in the agreement.

NOW, THEREFORE IT IS HEREBY ORDERED that the Intergovernmental Agreement for Building Official Duties between the City of Eugene and Lane County attached and incorporated here by this reference be approved and the County Administrator be authorized to execute that agreement as a replacement to a similar agreement dated February 12, 1975.

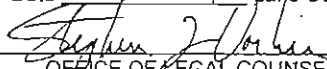
Adopted this 15th day of March, 2011



Faye Stewart, Chair
Lane County Board of Commissioners

APPROVED AS TO FORM

Date 3-9-2011 Lane County



OFFICE OF LEGAL COUNSEL

**INTERGOVERNMENTAL AGREEMENT
FOR BUILDING OFFICIAL DUTIES**

THIS AGREEMENT entered into this ___ day of _____, 2010, by and between LANE COUNTY, a political subdivision of the State of Oregon, hereinafter referred to as County, and the CITY OF EUGENE, a municipal corporation of the State of Oregon, hereinafter referred to as City.

RECITALS

1. ORS 190.010 and the Lane County Home Rule Charter provide that units of local government may enter into agreements for the performance of any and all functions and activities that the parties to the agreement, its officers or agents, have the authority to perform.

2. Under the authority of ORS Chapter 190 and consistent with ORS Chapter 455, the parties have determined that it is in their mutual interest for each to perform certain functions for the other on a non-reimbursable basis.

3. The parties desire to enter into an updated agreement (replacing the previous agreement dated February 12, 1975) whereby each agrees to perform the functions of building official for the other in administering ORS Chapter 455 and the applicable County and City ordinances for certain County and City facilities, as more fully set forth in this Agreement.

4. The City and County each administer state building regulations pursuant to ORS 455.148 or ORS 455.150. The City and County also each have an appointed Building Official as provided for under those same statutes. For purposes of this Agreement, "State Building Code" has the meaning provided in ORS 455.010(8). The term does not include local building regulations apart from the State Building Code and specifically does not include local fire codes.

AGREEMENT

1. County and City agree that the County Building Official shall serve as the City Building Official and administer the State Building Code and related City ordinances for the purpose of issuing permits and enforcing the State Building Code on County facilities located within the urban growth boundary or city limits of the City.

2. City and County agree that the City Building Official shall serve as the County Building Official and administer the State Building Code and related

County ordinances for the purpose of issuing permits and enforcing the State Building Code on City facilities in the unincorporated areas of Lane County.

3. When acting as the Building Official, as provided in this Agreement, the parties each agree to provide the services without compensation from the other.

4. This Agreement does not obligate the parties acting under Sections 1 and 2 of the Agreement to initiate enforcement actions, but each party shall respond as deemed reasonable to complaints of State Building Code violations concerning the respective properties and facilities described in Sections 1 and 2.

5. This Agreement does not address land use planning responsibilities.

6. For properties referenced in Section 1, the County Building Official will coordinate appropriate fire life safety requirements through the City Fire Marshal's office.

7. The parties agree that this Agreement shall renew on a year to year basis without need for further written agreement. This Agreement may be terminated by either party upon thirty (30) days written notice to the other. This Agreement shall commence upon execution by both parties.

8. Subject to the limitations of the Oregon Tort Claims Act and any applicable limitations of the Oregon Constitution, each party shall indemnify the other and hold the other harmless from any and all claims, expenses, costs, and liabilities related to the indemnifying party's actions or omissions in carrying out this Agreement.

9. The parties agree each will provide the other with copies of any amendments to applicable City and County ordinances.

10. Except as provided in this Section, no amendment to this Agreement shall be effective unless made in writing and signed by both parties.

At the time of execution of this Agreement, an inventory of properties and facilities subject to this agreement shall be attached. Future acquisitions of property by either the County in the City's urban growth boundary or city limits or the City in unincorporated areas of Lane County shall become subject to this agreement once the County or City becomes the owner of record of the property.

At the first opportunity, prior to the issuance of any permits, each party agrees to provide written notice to the other party of the intent to permit work on any property made part of this agreement after initial execution. The notice shall identify the property and describe the nature of the work being permitted. Each party's obligation to notify the other under this section is fulfilled by a single notification for each specific property or facility.

CC 2011-04007

11. This Agreement is not intended to create, and does not create, any third party beneficiaries.

CITY OF EUGENE

LANE COUNTY

By: 
Jon R. Ruiz *SR*

By: _____
Jeff R. Spartz

Title: City Manager

Title: County Administrator

Date: 9/15/10

Date: _____

APPROVED AS TO FORM

Date _____ Lane County

LANE COUNTY OFFICE OF LEGAL COUNSEL