

A G R E E M E N T

Agreement between the City of Brownsville and Linn County, made on this 24th day of September, 1993.

WHEREAS, pursuant to ORS 190.003 to 190.250, Linn County and the City of Brownsville desire to enter into an intergovernmental agreement; and

WHEREAS, the State of Oregon has promulgated a state building code, hereinafter referred to as "codes", which includes the Oregon State Structural Specialty Code and Fire and Life Safety Regulations, the Oregon State Mechanical Specialty Code and Fire and Life Safety Regulations, the Oregon State Plumbing Specialty Code, the Oregon State One and Two Family Dwelling Code, and Oregon Administrative Rules for installation of manufactured dwellings, for mobile home parks, and for recreational parks and organization camps; and

WHEREAS, the codes are uniform and applicable throughout the State of Oregon, including all cities and counties; and

WHEREAS, the City of Brownsville hereinafter referred to as "CITY", and Linn County hereinafter referred to as "COUNTY", have worked together for a number of years in administering the building codes, and desire to continue this relationship whereby the CITY will sell COUNTY building permits for building projects on properties within the incorporated limits of the CITY.

NOW, THEREFORE, IT IS MUTUALLY AGREED AS FOLLOWS:

(1) Contract for Services

The CITY agrees to sell building permits on behalf of the COUNTY for those projects and activities requiring building inspection within the incorporated boundaries of the CITY. It shall be the responsibility of the COUNTY to perform all required inspections and building plan reviews and other duties as outlined in this agreement. The CITY agrees that it will issue no permits nor cause any inspections to be made that are required by the codes except through this agreement.

The COUNTY shall continue to sell electrical permits, perform electrical inspections, and perform all other obligations required in the administration of the electrical inspection program. The CITY has no obligation to sell electrical permits or participate in the administration of the electrical inspection program.

(2) Applications and Permits

The COUNTY agrees to provide the CITY with the necessary permit application forms, procedural guides, and fee schedules and to instruct authorized CITY personnel in the proper procedure to prepare the applications.

Except for the issuance and processing of electrical permits, the CITY agrees to accept applications for all permits required by the codes

and administrative rules within the CITY boundaries and to issue the permits. For permits not requiring plans review, the CITY may immediately issue the permit and collect the appropriate fees.

For permits requiring plan review the CITY agrees to transmit the application together with two complete sets of plans to the COUNTY. The COUNTY agrees to evaluate the application and plans and to determine the fees. After approval of the plans, the COUNTY shall return the completed application together with one set of the approved plans, and an inspection card to the CITY. The CITY shall then issue the permit and collect the appropriate fees.

(3) Inspections

The COUNTY agrees to perform the required inspections upon notification by the permit holder that the work is ready for inspection. The COUNTY agrees to provide the CITY with a copy of the inspection record upon satisfactory completion of all work authorized by the permit.

Within 15 days after final approval, the COUNTY shall provide the CITY with a copy of each building permit having been satisfactorily completed and signed off by the COUNTY. The COUNTY shall also inform the CITY of all building permits which have been expired by the COUNTY.

(4) Fees Collected and Distributed

The CITY and COUNTY agree that fees shall be paid and distributed according to the following:

- (a) The CITY shall retain as payment for its services under this contract 25 percent (25%) of the actual permit inspection fees to a maximum of \$7,500 per year.
- (b) The CITY shall send all plan review fees to the COUNTY.
- (c) The remaining permit inspection fees, the plan review fees, and the state surcharge fees shall be transmitted by the CITY to the COUNTY, on a monthly basis, said transaction to be completed by the 10th day of each month. The COUNTY shall be responsible for completion and submittal of all reports to the Building Codes Agency, including the monthly surcharge reports. The CITY shall complete the Census Reports.
- (d) Fees charged by the CITY and payable to the COUNTY shall be the same as those charged by the COUNTY for work in the unincorporated areas of the COUNTY.
- (e) All fees collected by the CITY pursuant to this agreement shall be deemed to be in the possession of the CITY until received by the COUNTY. Any loss in transit shall be deemed as the CITY's loss.

(5) Land Use Regulations

The CITY agrees that it will not submit to the COUNTY, and the COUNTY agrees that it will not process any permit applications that have not been signed by authorized CITY personnel attesting that the proposed work will be in compliance with the CITY's zoning and other land use and development ordinances. The COUNTY will not accept any responsibility for enforcement of the CITY's land use regulation.

The COUNTY shall assure that CITY land use regulations involving dimensional standards for buildings which are noted on the face of the permit application shall be enforced as part of the normal inspection process. The COUNTY shall not give final approval to a building permit until it receives assurance from the CITY that all CITY land use requirements noted on the permit have been met. However, any necessary legal action resulting from the enforcement of land use regulations is the responsibility of the CITY.

(6) Enforcement

All enforcement responsibility with regard to the codes rests with the COUNTY. The COUNTY agrees that it will pursue enforcement responsibility within the CITY to the same degree as it would were the situation to apply to properties within the unincorporated areas of the COUNTY.

The COUNTY agrees that it shall provide notice of violation to individuals who have violated the codes. A copy of such notice shall also be provided to the CITY. If the notice of violation does not bring about compliance, the COUNTY shall notify the CITY of the violation and the COUNTY's efforts to obtain compliance. It shall be the COUNTY's responsibility to seek legal action to gain compliance with the codes, should legal action become necessary.

(7) Term of Agreement

This agreement shall remain in effect until terminated by either party. Notice of intent to terminate must be provided by December 31 of any calendar year. The effective date of any termination shall be the following June 30. Modifications to the agreement shall be made only upon mutual agreement by both parties.

(8) Repeal

The current agreement (Linn County Contract #3638) dated March 17, 1986, between the CITY and COUNTY is automatically repealed with the adoption of this agreement.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals on the day and year first written above.

CITY OF BROWNSVILLE, OREGON

Robert Z Campbell
MAYOR

Deane J. Ribs
CITY RECORDER

APPROVED AS TO FORM:

tr
Linn County Legal Counsel

LINN COUNTY BOARD OF COMMISSIONERS

Richard Stach
Richard Stach, Chairman

ABSENT

David R. Schmidt, Commissioner

Joel Fosdick
Joel Fosdick, Commissioner